

**AMENDMENT TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ASIAN AMERICAN RECOVERY SERVICES**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2009, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Asian American Recovery Services, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement on June 24, 2008, for the purpose of providing school-based mental health services to seriously emotionally disturbed students at middle schools in San Mateo County, mental health services authorized by the mental health plan, and mental health outreach and engagement services for north San Mateo County for the term of July 1, 2008 through June 30, 2010, for a maximum obligation of \$828,739; and

WHEREAS, the parties amended the Agreement on January 13, 2009, for the purpose of adding tobacco retail licensing policy education services for the period October 1, 2008 to September 30, 2009, and increasing the maximum obligation by \$25,000 from \$828,739 to a new maximum obligation of \$853,739; and

WHEREAS, the parties wish to amend the Agreement to add youth access to the tobacco policy education campaign services for the period October 1, 2009 to June 30, 2010, and increase the maximum obligation by \$18,750 from \$853,739 to a new maximum obligation of \$872,489.

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

1) Paragraph 3 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 Agreement exceed EIGHT HUNDRED SEVENTY-TWO THOUSAND FOUR HUNDRED EIGHTY-NINE DOLLARS (\$872,489).

- 2) Exhibits A and B of the original Agreement are deleted in their entirety and replaced with the versions of Exhibits A and B that are attached.
- 3) **All other terms and conditions of the agreement dated June 24, 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: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ASIAN AMERICAN RECOVERY SERVICES

Contractor's Signature

Date: _____

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 the Contractor

Contractor shall provide school-based mental health services and mental health services under the San Mateo County Mental Health Managed Care Plan (MHP). These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short Doyle/Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement. The San Mateo County Behavioral Health and Recovery Services Mental Health Documentation Manual ("County Documentation Manual") is included herein by reference. To the extent that there is inconsistency between a provision in the County Documentation Manual and this Agreement, the provisions in the County Documentation Manual shall prevail. Contractor shall provide the following services.

Contractor shall also provide Tobacco Cessation Services on behalf of Public Health and Environmental Protection Services as described in Exhibit A, Paragraph I.D.

A. School-Based Mental Health Services

1. Contractor shall provide Mental Health Services ("Mental Health Services"), Case Management ("Case Management"), and Indirect Services ("Indirect Services") (as each is described in Paragraphs I.A.2., I.A.3., and I.A.4. respectively) to seriously emotionally disturbed students (SED) who are not eligible for special education/Chapter 26.5/Individualized Education Plan (IEP), and who are at middle school(s) in San Mateo County ("School-Based Mental Health Services"). Services shall be provided per the following:
 - a. Contractor shall incorporate the Forty-One (41) Developmental Assets into program treatment goals, individual goals and family goals. The work of clinicians and family partners will target achieving developmental assets mutually agreed upon by County and Contractor.
 - b. The County will determine the schools where services are provided.

- c. Referrals for these services shall be made by either the local school districts or by the County.
- d. Services shall be provided using evidence-based practices (EBP) including trauma focused cognitive behavioral therapy (CBT), with a primary focus on the provision of group services and the utilization of a family centered approach.
- e. Services will be provided by the following staff:
 - i. licensed clinician(s) or licensed eligible clinician(s) who are experienced providing services in culturally diverse communities. Preferably clinician(s) will be bi-lingual, and fluent in the non-English language predominate at the selected middle school(s) where services will be provided. The above notwithstanding, a minimum of one clinician will be Spanish speaking.
 - ii. Family partners will provide outreach services, rehabilitation services and case management. Family partners will be bi-lingual, and fluent in the non-English language predominate at the selected middle school(s) where services will be provided.
- f. Contractor will work to develop a strong partnership with the school administration and teachers at the particular middle school(s).
- g. Contractor will provide services year-round at times that are convenient and comfortable to the clients and their families such as in the evenings as well as during the school-day.
- h. Contractor will provide services on the middle school's campus(es), in-home(s), and/or at location(s) convenient and comfortable to the clients and their families.
- i. Contractor shall provide mental health services and/or case management for each client referred for these services by either the local school districts or by the County, and to the extent medically necessary.

- j. The monthly invoice for mental health services and case management must be supported by clinical documentation to be considered for payment. Mental health services shall be reimbursed by minutes of service.
- k. It is anticipated that:
 - i. Contractor will operate at two (2) school sites,
 - ii. During the school year Contractor will carry a case-load of approximately fourteen (14) clients at a time per site.
 - iii. During the school year Contractor will provide approximately twenty hours (20) of mental health services as described in Paragraphs I.A.2 and I.A.3. per week per site, and
 - iv. During the school year Contractor will provide approximately three and one-half (3 ½) hours of Indirect service as described in Paragraph I.A.4.per week per site.
 - v. During the summer Contractor will provide individual and group treatment services, and prevention activities for school client populations.

2. Mental Health Services

Mental Health Services include:

- a. Individual Therapy: Individual Therapy are those therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments.
- b. Group Therapy: Group Therapy are those therapeutic interventions for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include group family therapy when families of two or more clients are present and the client is not present.

- c. Collateral Services: Collateral Services consists of contact with one or more family members and/or significant support persons (when the client is not present) which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s).
- d. Family Therapy: Family Therapy consists of contact with the client and one or more family members and/or significant support persons. Services shall focus on the care and management of the client's mental health conditions within the family system.
- e. Rehabilitation Services: Rehabilitative Services may include any or all of the following:
 - i. Assistance in restoring or maintaining a client's functional skills, daily living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication education and compliance, and skills in resource utilization.
 - ii. Training needed for client and family to achieve the client's desired results and personal milestones.
- f. Plan Development: Plan Development may consist of the following:
 - i. When staff develop Client Plans (as such term is described in Paragraph I.A.5.), approve Client Plans, and/or monitor a client's progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or program goals, with a client or family member and/or significant support persons to obtain signatures on the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered clinician.
 - ii. When staff meet to discuss the client's clinical response to the Client Plan or to consider alternative interventions.

- iii. When staff communicates with other professionals to elicit and evaluate their impressions (e.g. probation officer, teachers, social workers) of the client's clinical progress toward achieving their Client Plan goals, their response to interventions, or improving or maintaining client's functioning.
- g. Assessment: Assessment consists solely of the annual assessment required by County to reassess a client for eligibility for mental health treatment.

3. Case Management

Case Management Services are activities that are provided by Contractor's staff to access medical, educational, social, prevocational, vocational, rehabilitative, or other needed services for eligible clients. Services may include the following:

- a. Linkage and Coordination - the identification and pursuit of resources including, but not limited to, the following:
 - i. Inter- and intra-agency communication, coordination, and referral, including reports to CPS.
 - ii. Monitoring service delivery to ensure an individual's access to service and the service delivery system.
 - iii. Linkage, brokerage services focused on transportation, housing, or finances.
- b. Placement Services Supportive assistance to the individual in the assessment, determination of need, and securing of adequate and appropriate living arrangements including, but not limited to, the following:
 - i. Locating and securing an appropriate living environment,
 - ii. Locating and securing funding,
 - iii. Pre-placement visit(s),
 - iv. Negotiation of housing or placement contracts,

- v. Placement and placement follow-up,
- vi. Accessing services necessary to secure placement.

4. Indirect Services

Indirect services (“Indirect Services”) shall include any or all of the following:

- a. Contractor meeting with school staff to introduce the School-Based Mental Health Services program.
- b. Contractor meeting with school staff to provide training regarding access and/or procedures regarding the School-Based Mental Health Services program.
- c. Contractor meeting with school staff to provide training regarding de-stigmatizing mental health problems and how to engage students and families needing assistance.
- d. Contractor providing other school-based services that directly pertain to the School-Based Mental Health Services program, but that are not Mental Health Services as described in Paragraph I.A.2. nor Case Management as described in Paragraph I.A.3.

5. Documentation

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

- a. Client Plans will:
 - i. Be provided to the Deputy Director or her designee within thirty (30) days of being admitted for Services;
 - ii. Be updated at least annually and are due to the Deputy Director or her designee during the calendar month prior to the anniversary date or on the anniversary date of the client’s entry into the County system;

- iii. Have specific observable and/or specific quantifiable goals;
- iv. Identify the proposed type(s) of intervention;
- v. Have a proposed duration of intervention(s); and
- vi. Be signed (or electronic equivalent) by:
 - 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:
 - 1) Physician,
 - 2) Licensed/registered/waivered psychologist,
 - 3) Licensed/registered/waivered social worker,
 - 4) Licensed/registered/waivered MFT, or
 - 5) Registered nurse who is either staff to the program or the person directing the Services.

b. Client Progress Notes

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

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

B. Mental Health Services (authorized by the MHP)

Contractor shall provide services for clients under the MHP. These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Families Program, Health Kids Program, HealthWorx, and clients known to be uninsured, for whom the MHP has assumed responsibility.

1. All clients shall be authorized for service by the Mental Health Services Division's ACCESS Team.
2. Services shall include the following:
 - a. Assessment Services
 - b. Treatment Services:
 - 1) Brief Individual, family, and group therapy services
 - 2) Collateral services, including contact with family and other service providers

C. Community Outreach and Engagement Program

1. Introduction

Services shall be provided by the North County Outreach Collaborative ("NCOC"), a partnership of Asian American Recovery Services ("AARS"), Pyramid Alternatives, Daly City – Peninsula Partnership ("DCPP"), and the Pacifica Collaborative. NCOC operations shall be guided by and subject to a Memorandum of Understanding between all partnership members.

- a. The purposes of the Outreach Program services are to:
 - 1) to identify and engage individuals who are currently underserved and in need of mental health services in north San Mateo County;
 - 2) to work strategically with BHRS to improve access to services for persons in need of mental health services; and
 - 3) to build BHRS and Contractor capacity to provide culturally competent outreach services to improve access to mental health services for diverse populations.
- b. NCOC Partner representatives:

- 1) AARS – David Mineta, Associate Director
 - 2) Pyramid Alternative – Janeen Smith, Executive Director
 - 3) DCPD – Ed Barney, Board President
 - 4) Pacifica Collaborative - Julie Lancelle, Collaborative Coordinator
- c. All NCOC partner services provided through this Agreement shall be provided in compliance with the Health Insurance Portability and Accountability Act (HIPAA).
- d. AARS shall provide fiscal and management oversight of the Outreach Program. AARS shall subcontract with other NCOC partners for the provision of services as described herein.
- e. The objective of these services is to identify and engage individuals who are currently underserved and in need of mental health services in north San Mateo County. Outreach services shall target primarily Filipino, Latino and Chinese populations of all ages to identify individuals who are currently under-served and who require a range of mental health services. Outreach services shall be provided with cultural and linguistic competency appropriate for these named populations.
- f. The Outreach Program is the result of a series of outreach and planning discussions that occurred to identify the issues and barriers that prevent community member in the north San Mateo County region from obtaining mental health treatment and to make recommendations to address such issues and barriers. Resources made available through San Mateo County's approved Mental Health Services Act Plan have provided an opportunity for some of the recommendations to be implemented.

2. Outreach Program

- a. Staffing
 - 1) NCOC partners will provide the following staff for the Outreach Program:

- i. Outreach workers – three (3) positions for a total of 1.5 FTEs. Staff shall include one bi-cultural Filipino, Tagalog speaker and one Latino, Spanish speaker.
 - ii. Outreach coordinator – .30 FTE
 - iii. Outreach supervisor – .15 FTE
 - 2) Additional subcontractors may provide services under this contract with the approval of the BHRS Director or designee.
- 3. Partner Responsibilities
 - a. AARS shall:
 - 1) Be the lead and fiscal agent for the NCOC
 - 2) Provide a Filipino (Tagalog) speaking outreach worker
 - b. Pyramid Alternatives shall
 - 1) Provide a bicultural, bilingual Spanish-speaking outreach worker.
 - 2) Provide liaison with other behavioral health agencies.
 - c. DCPP shall provide outreach training to DCPP Differential Response staff
 - d. Pacifica Collaborative shall provide a resource trainer for development of outreach model
- 4. Outreach Program
 - a. NCOC partners shall:
 - 1) Make use of existing outreach services and presentations to promote awareness of mental health issues and resources;
 - 2) Identify community sites where it is acceptable for clients to ask for assistance; and
 - 3) Provide training and support for partner staff in outreach techniques for reaching new clients.
 - b. Partner Outreach Workers shall:
 - 1) Give presentations and distribute information about how to access services.
 - 2) Personally assist potential clients in taking steps to connect with mental health services.

- 3) Be members of North County BHRS clinic “team” and participate in the ongoing change process to make services more accessible.
- 4) As requested by County, attend weekly North County BHRS staff meetings and participate with staff in outreach activities and in mental health trainings. As requested by County, all Outreach Workers participating in such clinic staff meetings shall sign and comply with an Oath of Confidentiality, as provided by County.
- 5) As requested by County, attend monthly BHRS Cultural Competence Committee meetings and participate with staff in discussions of embedding cultural competence in all service provisions.
- 6) Provide other tasks to support NCOC outreach services.

5. Staff Training

NCOC partners outreach workers shall participate in training provided and/or sponsored by County BHRS related to outreach services provided through this agreement. Training topics may include orientation to BHRS and confidentiality and HIPAA compliance. Trainings shall be scheduled at such times that are mutually agreeable to NCOC partners and County.

6. Implementation Timeline

Services shall be provided according to the following timeline.

- a. July 1 – August 31, 2008
Recruit and hire outreach workers
- b. July 16 – ongoing
Assist in refinement of outreach model for NCOC
- c. August 2008
Outreach workers training in outreach model
- d. October 1, 2008
Outreach workers begin outreach services

7. Reporting

a. Contractor shall provide the County with complete outreach forms monthly for scanning into BHRS database. In the event that Contractor does not use BHRS outreach forms, Contractor shall provide monthly electronic file containing:

- 1) count of outreach contacts
- 2) ethnicity of people contacted
- 3) language of people contacted
- 4) location of outreach activities
- 5) number of referrals to BHRS

b. Referral Process

Contractor shall work with County to develop a referral procedure document to guide all NCOC partners in making referrals to BHRS. This procedure document shall be developed by August 15, 2008.

D. Tobacco Cessation Program (October 1, 2008 – September 30, 2009)

Contractor will provide the following services for the period of October 1, 2008 through September 30, 2009

1. Tobacco Retail Licensing Policy Education: By September 30, 2009, educate community and key decision-makers in one (1) to two (2) jurisdictions about the problem of youth tobacco access and best practice solutions to solve the problem.

a. Program activities

- 1) Attend and participate in collaborative meetings through Tobacco Education Coalition.
- 2) By October 31, 2008, recruit 10 to 12 youth participants in program.
- 3) By November 15, 2008, develop and update an educational packet including information about the benefits of tobacco retail licensing and including local public opinion data and youth tobacco purchase data.
- 4) By November 30, 2008, select target community or communities with the youth advocates. Design and develop a Midwest Academy Strategy Chart with corresponding timeline.

- 5) By January 31, 2009, develop and implement training for youth on Tobacco Retail License policy ordinance, facts on youth access, and harms related to smoking and films.
- 6) By March 31, 2009, develop & implement 200 public opinion surveys.
- 7) By March 31, 2009, assess & compile list of tobacco retail outlets.
- 8) By April 30, 2009, develop two (2) to four (4) articles in local and/or ethnic media outlets regarding the benefits of tobacco retail licensing, dangers of Hollywood and smoking, and harms of tobacco for youth.
- 9) By May 31, 2009, design & conduct youth purchase surveys at 50-100 tobacco retail establishments.
- 10) By June 30, 2009, develop & create educational materials appropriate for ethnic population of retailers and community.
- 11) By September 30, 2009, present to four (4) parent teacher organizations, business groups, or community leadership boards about youth access tobacco facts and advocacy efforts.
- 12) By September 30, 2009, provide presentations to 200 middle school students about youth access to tobacco facts, advocacy efforts, and Hollywood and smoking information.
- 13) Assist local police departments and County Sheriff in recruitment and training of youth for tobacco sting operations.

b. Evaluation activities

- 1) By December 12, 2008, design and implement pre/post surveys for targeted audiences.
- 2) By April 30, 2009, assess community support for addressing youth access to tobacco from public opinion surveys collected.
- 3) By June 30, 2009, assess merchant protocols for addressing youth access to tobacco from youth purchase surveys collected.
- 4) By September 30, 2009, analyze pre/post surveys from attendees of the middle school students & members of parent teacher organization who attended a presentation on youth access.

- 5) By September 30, 2009, middle school youth will increase their knowledge 30% in these facts as measured by a pre/post survey.
- 6) By September 30, 2009, community presentation attendees will increase by 40% their knowledge of youth access to tobacco.

E. Tobacco Education Program (October 1, 2009 – June 30, 2010)

Contractor will provide the following services for the period of October 1, 2009 through June 30, 2010.

1. Tobacco Retail Licensing Policy Education: By June 30, 2010, educate community and key decision-makers in one (1) to two (2) jurisdictions about the problem of youth tobacco access and best practice solutions to solve the problem.

a. Program activities

- 1) Attend and participate in collaborative meetings through Tobacco Education Coalition.
- 2) By October 31, 2009, recruit 10 to 12 youth participants in program.
- 3) By November 30, 2009, utilize video developed to document previous campaigns and visit at least 4 middle or high school classrooms to educate about youth access issues and encourage new potential members to join Stay Safe Youth Coalition.
- 4) By November 30, 2009, develop and update an educational packet including information about the benefits of tobacco retail licensing and including local public opinion data and youth tobacco purchase data.
- 5) By October 31, 2009, confirm target community or communities with the youth advocates. Review and if needed update Midwest Academy Strategy Chart with corresponding timeline.
- 6) By October 31, 2009, develop and implement training for youth advocates on Tobacco Retail License policy ordinance, facts on youth access, and harms related to smoking and films.
- 7) By January 31, 2010, develop & create educational materials appropriate for ethnic population of retailers and community.

- 8) By March 30, 2010, hold at least two (2) meetings with elected officials from targeted jurisdictions (City Council members) to educate them about local data that highlights the problem of youth access to tobacco, share endorsements, and encourage partnership in development of policy solutions.
- 9) By February 28, 2010, present to four (4) parent teacher organizations, business groups, County Youth Commission, or community leadership boards about youth access tobacco facts and advocacy efforts, requesting endorsements from each group.
- 10) By March 30, 2010, develop two (2) to four (4) articles in local and/or ethnic media outlets regarding the benefits of tobacco retail licensing and harms of tobacco for youth.
- 11) By April 30, 2010, design & conduct youth purchase surveys at 50-100 tobacco retail establishments.
- 12) By March 30, 2010, distribute culturally and language-appropriate TRL educational materials (developed in item 7 above) to at least 75 retailers and 15 ethnic-serving agencies or groups (including church groups, service organizations, youth groups, etc).
- 13) Assist local police departments and County Sheriff in recruitment and training of youth for tobacco sting operations.

b. Evaluation activities

- 1) By May 30, 2010, analyze results of 50-100 conducted youth purchase surveys, and share results with TPP and Tobacco Education Coalition.
- 2) By June 2, 2010, youth and adult allies will present to the Tobacco Education Coalition on the outcomes of the project, lessons learned, and possible next steps.
- 3) By June 30, 2010, all youth participants in the project will complete a brief youth development survey to be devised by the Tobacco Prevention Program before and after their involvement in the project (October 2009 and May 2010).

- 4) By June 30, 2010, completion of a final report (at minimum five (5)-pages) on the project, including outcomes, youth purchase survey data results, recommendations for further activity, and youth perspectives.

II. Administrative Requirements for Behavioral Health & Recovery Services

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

B. Administering Satisfaction Surveys

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

C. Cultural Competency

1. All program staff shall receive at least one (1) in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training;
2. Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in English and as translated; and
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 County Behavioral Health and Recovery Services Division Children and Youth Services Deputy Director within ten (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). Such documentation shall be consistent with the San Mateo County Behavioral Health and Recovery Services Mental Health Documentation Manual which is incorporated into this Agreement by reference.
- 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. 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.

III. Goals and Objectives

Services rendered pursuant to this Agreement shall be performed in accordance with the following goals and objectives:

A. School-Based Mental Health Services

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

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

Data to be collected by County.

B. Mental Health Services (Authorized by MHP)

Goal 1: Contractor shall avoid more intensive levels of mental health services for clients.

Objective 1: Percentage of clients that maintain current or lower level of care.

County shall collect data.

Goal 2: All clients receiving at least three (3) treatment services will be administered a satisfaction survey provided by the MHP.

Objective 1: Ninety percent (90%) of clients responding shall be satisfied with service as measured by client satisfaction instrument administered by the MHP.

County shall collect data.

C. Community Outreach and Engagement Program

Goal 1: Contractor shall provide mental health information and education services to one hundred ninety (190) clients.

Objective 1: Contractor shall provide mental health information and education services to one hundred ninety (190) clients.

Data collected by Contractor and provided to BHRS

Goal 2: Contractor shall increase access to mental health services for target populations.

Objective 1: Contractor shall refer two hundred twenty-five (225) clients to BHRS for mental health services.

Data collected by Contractor and provided to BHRS

D. Tobacco Retail Licensing Policy Education

Goal 1: To increase community knowledge about the problem of youth access to tobacco.

Objective 1: At least 200 youth will receive training on the issue of youth access to tobacco, pre- and post-survey results will show a 30% increase in their knowledge of the issue.

Exhibit "B"

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

I. Amount and Method of Payment

A. School-Based Mental Health Services

1. For Mental Health Services described in Paragraph I.A.2. County shall pay Contractor at the rate of ONE DOLLAR AND NINETY-ONE CENTS (\$1.91) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph II.N.
2. For Case Management described in Paragraph I.A.3. County shall pay Contractor at the rate of ONE DOLLAR AND NINETY-ONE CENTS (\$1.91) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph II.N.
3. For Indirect Services described in Paragraph I.A.4. County shall pay Contractor at the rate of ONE DOLLAR AND THREE CENTS (\$1.03) per minute.
4. Payment shall be made on a monthly basis upon County's receipt of the following:
 - a. An invoice,
 - b. All required documentation adhering to Medi-Cal guidelines,
 - c. Documentation for each minute of service, and
 - d. Documentation relating to each appropriate authorization.
5. Payment - School-Based Mental Health Services
 - a. For the period of July 1, 2008 through June 30, 2009, notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of TWO HUNDRED FORTY-THREE THOUSAND SIX HUNDRED FORTY-TWO DOLLARS (\$243,642) for services rendered as described in Section I.A. of Exhibit A of this Agreement.

- b. For the period of July 1, 2009 through June 30, 2010, notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of TWO HUNDRED FORTY-THREE THOUSAND SIX HUNDRED FORTY-TWO DOLLARS (\$243,642) for services rendered as described in Section I.A. of Exhibit A of this Agreement.
- c. Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of FOUR HUNDRED EIGHTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-FOUR DOLLARS (\$487,284) for services rendered as described in Section I.B. of Exhibit A of this Agreement.

B. Mental Health Services (authorized by the MHP)

1. Rates

- a. Assessment Services (non-MD): An assessment shall consist of at least one (1) face-to-face visit conducted by a licensed, waived, or registered mental health professional.

Service Type	Rate
A8100 Assessment, per case	\$124.00

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

Service Type	Rate
90806 Individual Therapy, per session, up to one hour	\$60.00
90853 Group Therapy, per person, per session	\$19.00

90847 Family Therapy, one hour, includes all members, up to one hour	\$70.00
90887 Collateral, per session, up to one hour	\$59.00
X8522 Clinical Consultation (Telephone), 15 min.	\$12.00

2. Payment - Mental Health Services (authorized by the MHP)
 - a. For the period of July 1, 2008 through June 30, 2009, notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of FIFTY THOUSAND DOLLARS (\$50,000) for services rendered as described in Section I.B. of Exhibit A of this Agreement.
 - b. For the period of July 1, 2009 through June 30, 2010, notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of FIFTY THOUSAND DOLLARS (\$50,000) for services rendered as described in Section I.B. of Exhibit A of this Agreement.
 - c. Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) for services rendered as described in Section I.B. of Exhibit A of this Agreement.

C. Community Outreach and Engagement Program Services

For services provided as described in Paragraph I.C. of Exhibit A contractor shall be paid as described following.

1. FY 2008-09
 - a. Start-up Payments:

An initial one-time payment shall be made to Contractor for equipment, supplies and staff training upon receipt of invoice by County. Such payment(s) shall be for actual costs for up to the start-up costs maximum.

<u>Item</u>	<u>Amount</u>
Vehicle	\$ 22,000
Equipment	3,000
Staff training	1,175
Total	\$ 26,175

b. Personnel and Operating Costs

For the period of July 1, 2008 through June 30, 2009 Contractor shall be paid monthly payments of EIGHT THOUSAND NINE HUNDRED SEVENTY DOLLARS (\$8,970). The total amount due to Contractor for personnel and operating costs shall not exceed ONE HUNDRED SEVEN THOUSAND SIX HUNDRED FORTY DOLLARS (\$107,640).

c. Maximum Payment

The total amount due to Contractor for the period July 1, 2008 through June 30, 2009 for services provided as described in Paragraph I.C. of Exhibit A shall not exceed ONE HUNDRED THIRTY-THREE THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS (\$133,815).

2. FY 2009-10

For the period of July 1, 2009 through June 30, 2010 Contractor shall be paid monthly payments of EIGHT THOUSAND NINE HUNDRED SEVENTY DOLLARS (\$8,970) for personnel and operating costs as described in Paragraph I.C. of Exhibit A. The total amount due to Contractor for this period for these services shall not exceed ONE HUNDRED SEVEN THOUSAND SIX HUNDRED FORTY DOLLARS (\$107,640).

3. Maximum Payment for Outreach and Engagement Services

The maximum payment due to Contractor through this Agreement for outreach and engagement services as described in Paragraph I.C. of Exhibit A shall not exceed TWO HUNDRED FORTY-ONE THOUSAND FOUR HUNDRED FIFTY-FIVE DOLLARS (\$241,455).

- D. Tobacco Retail Licensing Policy Education (October 1, 2008 – September 30, 2009)
1. Contractor shall submit monthly invoices and financial statements for services provided by the tenth (10th) day following the end of the invoiced month. Invoices will be based upon actual expenditures against line item expenses as outlined in the program budget included as Exhibit “B” Attachment 1, and upon demonstrated progress through required progress reports.
 2. The Program Coordinator and Chronic Disease and Injury Prevention Manager shall review and approve invoices prior to processing for payment. County shall have the right to withhold payment if County determines that the quality or quantity of work is unacceptable.
 3. Payments received are to cover all costs of Contractor, including, but not limited to, telephone expenses, travel and completion of all paperwork.
 4. In any event, the total amount to be paid to Contractor for Tobacco Retail Licensing Policy Education services rendered shall not exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for the term October 1, 2008 – September 30, 2009.
- E. Tobacco Retail Licensing Policy Education (October 1, 2009 – June 30, 2010)
1. Contractor shall submit invoices at least quarterly with supporting documentation evidencing completion of the activity. Invoices will be billed upon completion of activities as follows:
 - a. For activity I.E.1.a.2, recruitment of 10-12 youth advocates, as evidenced by youth sign-in, \$1,000.
 - b. For activity I.E.1.a.3, utilization of video for educational recruitment in four (4) classrooms, as evidenced by attendance sheets, \$1,500.

- c. For activity I.E.1.a.4, development of an educational packet regarding youth access issues and recommendations, \$1,500.
 - d. For activity I.E.1.a.5, review and update of strategy charts for both jurisdictional campaigns with youth advocates, \$500.
 - e. For activity I.E.1.a.6, implementation of a youth advocates training on youth access to tobacco issues, \$500.
 - f. For activity I.E.1.a.7, development of culturally and linguistically appropriate educational materials packet for ethnic retailers and community members, \$2,000.
 - g. For activity I.E.1.a.8, planning and holding at least two (2) meetings with elected officials in the targeted jurisdictions to present local data and youth recommendations, \$1,500.
 - h. For activity I.E.1.a.9, presentation to at least four (4) local organizations, including Youth Commission, business groups, parent-teacher associations, etc., as evidenced by organization agendas and completed endorsement forms, \$2,000.
 - i. For activity I.E.1.a.10, development and placement of two (2) – four (4) articles in local media, with an emphasis on ethnic-serving media on the issue of youth access to tobacco, \$1,500.
 - j. For activity I.E.1.a.11, design and completion of youth purchase surveys in 50-100 retail establishments not yet visited by contractor in the previous year, \$2,000.
 - k. For activity I.E.1.a.12, distribution of culturally and linguistically appropriate educational materials to retailers and community groups as evidenced by distribution list, \$1,000.
 - l. For activity I.E.1.b.1, analysis of the youth purchase survey visit data at 50-100 retail establishments, \$750.
 - m. For activity I.E.1.b.2, presentation of project outcomes to the Tobacco Education Coalition, \$1,000.
 - n. For activity I.E.1.b.3, completion of youth development pre- and post- surveys, \$1,000.
 - o. For activity I.E.1.b.4, completion of final report, \$1,000.
2. The Program Coordinator and Chronic Disease and Injury Prevention Manager shall review and approve invoices prior to processing for payment. County shall have the right to withhold payment if County determines that the quality or quantity of work is unacceptable.

3. Payments received are to cover all costs of Contractor, including, but not limited to, telephone expenses, travel and completion of all paperwork.
 4. In any event, the total amount to be paid to Contractor for Tobacco Retail Licensing Policy Education services rendered shall not exceed EIGHTEEN THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS (\$18,750) for the term October 1, 2009 – June 30, 2010.
- F. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed EIGHT HUNDRED SEVENTY-TWO THOUSAND FOUR HUNDRED EIGHTY-NINE DOLLARS (\$872,489).
- G. The Director of Health is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- H. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- I. 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 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.
- 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 Behavioral Health and Recovery Services Division of the Health Department.
 - L. 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 Director of Health or designee
 - M. 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.
 - N. 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.
 - O. Cost Report

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.

P. 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 to stabilize a beneficiary with an emergency psychiatric condition.

Q. 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 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 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 mental health services included in the claim, all requirements for Contractor payment authorization for mental health service 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. 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.

R. 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.

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Asian American Recovery Services, Inc.	Phone:	415-541-9285
Contact Person:	David K. Mineta	Fax:	415-541-9986
Address:	1115 Mission Road South San Francisco, CA 94080		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

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

Signature

Name

Date

Title