

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
YOUTH & FAMILY ENRICHMENT SERVICES**

THIS FIRST AMENDMENT is entered into this _____ day of _____,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"
and Youth & Family Enrichment 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; and

WHEREAS, on July 7, 2009, the parties entered into an Agreement for the provision of mental health services, support for the Youth Development Initiative, community worker services, and tobacco cessation services for the term of July 1, 2009 through June 30, 2010, for a maximum obligation of \$1,219,924; and

WHEREAS, the parties wish to amend the Original Agreement to increase the maximum obligation by \$75,000 to a new maximum of ONE MILLION TWO HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED TWENTY FOUR DOLLARS (\$1,294,924).

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

1. Section I.A. Payments is hereby amended and restated in its entirety to read as follows:

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 obligation under this contract exceed ONE MILLION TWO HUNDRED NINETY FOUR THOUSAND NINE HUNDRED TWENTY FOUR DOLLARS (\$1,294,924)

2. The original Exhibit B is replaced with Revised Exhibit B attached hereto.

3. The Original Agreement between the parties dated July 7, 2009 is amended as set forth herein.
4. All provisions of the Original Agreement unless expressly deleted, modified, or otherwise superseded in this First Amendment shall continue to be binding on all parties hereto.

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Youth and Family Enrichment Services

Contractor

Date

EXHIBIT "A"
YOUTH AND FAMILY ENRICHMENT SERVICES

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

I. PROGRAM SERVICES

In full consideration of the payments herein provided for, Contractor shall provide the services described below in a manner consistent with the terms and provisions of this Agreement.

A. BEHAVIORAL HEALTH AND RECOVERY SERVICES

In full consideration of the payments herein described in Exhibit B, Payments, of this Agreement Contractor shall provide the service described below in a manner consistent with the terms and provisions of this Agreement. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. All payments under this Contract must directly support services specified in this Contract. The San Mateo County Mental Health Services Documentation Manual ("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:

1. Mental Health Services (Authorized by the Mental Health Plan (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, and clients known to be indigent, for whom the MHP has assumed responsibility.

- a. All clients shall be authorized for service by the Behavioral Health and Recovery Services ("BHRS") Division's ACCESS Team. Separate authorizations shall be required for assessment and ongoing treatment services.

- b. After a clinical assessment is completed, Contractor shall notify the ACCESS Team within five (5) working days of completion of assessment with result of the assessment. If the results include a recommendation that Contractor provide further treatment, additional authorization must be obtained.
- c. Treatment programs include the following:
 - 1) Family Treatment
 - 2) Attention Deficit Hyperactivity Disorder (ADHD)
 - 3) Anger Management
 - 4) Co-Occurring Condition MH/Substance Abuse through a) First Chance Outpatient program for adults and b) Insights program services for adolescents that are authorized by the MHP may not be provided to clients of the Insights Receiving Home.
- d. Services shall include the following:
 - 1) Assessment Services
 - 2) Treatment Services:
 - a) Brief individual, family, and group therapy
 - b) Collateral services, including contact with family and other service providers
 - c) Psychological Screening/Testing Services
- e. Contractor shall involve parents or other caregivers in the development of the treatment plans for all children, to the extent possible and as clinically appropriate.

2. Girls' Juvenile Court Program

- a. Services shall be available in English and Spanish and shall include the following:
 - 1) Screening and Assessment Services:
 - 2) Treatment Services:
 - a) brief individual, family, and group therapy;
 - b) collateral services, including contact with family and other significant service providers.
 - 3) Reimbursement shall be only for Medi-Cal reimbursable services provided to Medi-Cal beneficiaries, and Healthy Kids/Healthy Families beneficiaries.
- b. Contractor shall involve parents or other caregivers in the development of the treatment plans for all children, to the extent possible and as clinically appropriate.

3. Child and Family Treatment Collaborative

a. San Mateo Child and Family Treatment Collaborative

Contractor, Edgewood Center for Children and Families (“Edgewood”), and the Department of Psychiatry at the University of California, San Francisco (“UCSF”), shall work together as the San Mateo Child and Family Treatment Collaborative (the “Collaborative”) in the provision of Child and Family Treatment Collaborative Program services (“Program”).

b. Collaborative Roles and Responsibilities

As part of the Collaborative, Contractor shall comply with the following general guidelines:

- 1) Edgewood shall act as lead agency and provide a clinic director, intake and assessment manager, case managers, psychiatrist, quality assurance and data coordinator, administrative assistant, mental health clinicians, and client transportation services.
- 2) Contractor shall provide mental health clinicians, and provide consulting to Collaborative clinicians for any questions on Juvenile Court reporting and/or testimony.

c. Collaboration between Contractor, San Mateo County Children and Family Services Division (Child Welfare), San Mateo County BHRS, and San Mateo County Juvenile Court.

- 1) Contractor, in conjunction with the Collaborative, shall participate in Program-related collaboration with San Mateo County Children and Family Services Division (Child Welfare) (“Children and Family Services”), BHRS, and San Mateo County Juvenile Court (“Juvenile Court”).
- 2) Children and Family Services will inform Contractor as to which Children and Family Services social worker (the “Social Worker”) is assigned to cases that are referred to Contractor.
- 3) In the event a Social Worker is reassigned, both the reassigned Social Worker and the new Social Worker will immediately inform Contractor of the new assignments. If a particular Child/Youth (as “Children/Youths” is defined in Paragraph I.A.3.d.1). of this Exhibit A) is determined to be at-risk for abuse, neglect or molestation (as such risk is described in Paragraph I.A.3.h.. of this Exhibit A), then Children and Family Services agrees that such risk shall be noted in the Social Worker transfer summary.

d. Program Services

- 1) Contractor shall provide approximately one hundred fifty-eight thousand four hundred forty-three (158,443) minutes of Program services to children or youth who:
 - a) are or have been abused, molested and/or neglected;
 - b) are ages six (6) through seventeen (17); and
 - c) have been referred to the Program by Children and Family Services.

Such children or youth shall be referred to herein as "Children/Youths" or "Child/Youth".

- 2) Contractor shall also provide Program services to the families of such Children/Youths (the "Family" or "Families") regarding the effects of such abuse, molestation and/or neglect on the Children/Youths.
- 3) The primary focus of the Program will be outpatient treatment services based upon evidence of effectiveness with the populations receiving Program services.
- 4) The Mental Health Services and Crisis Intervention Services described in this Paragraph I.A.3.d.4). shall only apply to clients receiving Program services, shall be provided to Children/Youths and Families based upon medical necessity, and shall include:
 - a) Mental Health Services

Contractor shall provide Mental Health Services. Mental Health Services ("Mental Health Services") shall include:

- i. Initial assessment services. This includes clinical analysis of the history and current status of the client/enrollee's mental, emotional or behavioral condition.
- ii. Annual assessment: This consists solely of the annual assessment required by County to reassess a client for eligibility for mental health treatment.
- iii. Individual Therapy: Individual Therapy includes those therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual but may include family therapy when the individual is present.
- iv. Group Therapy: Group Therapy includes 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).

- v. Collateral Services: Collateral Services consists of contact with one or more significant support persons in the life of the client 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). Family counseling or therapy which is provided on behalf of the client is considered collateral.
- vi. 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.
- vii. Rehabilitation Services: Rehabilitative Services may include any or all of the following: Assistance in improving, restoring or maintaining a client's functional skills, daily living skills, social skills, leisure skills, grooming and personal hygiene skills, medication compliance, and access to support resources.
- viii. Plan Development: Plan Development may consist of the following:
 - (1) When staff develop Client Plans (as such term is described in Paragraph I.A.3.i. of this Exhibit A), approve Client Plans, and/or monitor a client's progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or program goals, with a client or family member and/or significant support persons to obtain signatures on the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered clinician.
 - (2) When staff meet to discuss the client's clinical response to the Client Plan or to consider alternative interventions.
 - (3) When staff communicate with other professionals to elicit and evaluate their impressions (e.g. probation officer, teachers, social workers) of the client's clinical progress toward achieving their Client Plan goals, their response to interventions, or improving or maintaining client's functioning.

b) Crisis Intervention

- i. Contractor shall provide Crisis Intervention (“Crisis Intervention”). Crisis Intervention is a service, lasting less than twenty-four (24) hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit.
- ii. Contractor shall provide Crisis Intervention if medically necessary.

c) 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:

- i. Linkage and Coordination - the identification and pursuit of resources including, but not limited to, the following:
 - (1) Inter- and intra-agency communication, coordination, and referral, including reports to Child Protective Services
 - (2) Monitoring service delivery to ensure an individual’s access to service and the service delivery system
 - (3) Linkage, brokerage services focused on transportation, housing, or finances
- ii. 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:
 - (1) Locating and securing an appropriate living environment
 - (2) Locating and securing funding
 - (3) Pre-placement visit(s)
 - (4) Negotiation of housing or placement contracts
 - (5) Placement and placement follow-up
 - (6) Accessing services necessary to secure placement

e. Juvenile Court Assessments, Reports and Testimony

- 1) Contractor shall respond to Juvenile Court’s requests for written assessments, reports and/or court testimony on progress of Children/Youths in the Program. Written assessments and reports regarding progress of Children/Youths shall include all information requested by

Juvenile Court.

- 2) For families under court supervision, Contractor shall submit to the Social Worker a treatment summary form or Report to Juvenile Court form with each court report.
- 3) Contractor's staff will be readily available to provide court testimony upon request by Juvenile Court and/or County Counsel.
- 4) Contractor shall provide professional training to Collaborative clinical staff for court reporting and/or testimony on an as-needed basis.

f. Access to Program Services

- 1) Contractor shall have the capacity to provide Program services at four (4) clinic locations in San Mateo County: Daly City, San Mateo, Redwood City, and San Carlos. Other clinic sites may be developed during the term of this agreement.
- 2) Each Program clinic location shall be easily accessible via public transportation to the majority of Children/Youths and Families.
- 3) Contractor shall assist children/youth to utilize Collaborative transportation services to and from Program clinic service locations for Children/Youths and Families who are unable to: transport themselves, to utilize public transportation, or to be transported by a Children and Family Services transportation officer.
- 4) Contractor shall also provide in-home Program services on an as-needed basis.

g. Referrals, Service Timelines and Discharge Process

- 1) All referrals to the Program shall be made directly by Children and Family Services ("Referral" or "Referrals") to the Collaborative. Referrals may be made either directly to Contractor for assessment and services, or may be made to Edgewood for assessment. Edgewood may assign referrals to Contractor for services following the completion of the assessment.
- 2) For all Referrals that are not court ordered, Children and Family Services shall obtain a signed consent for release of protected health information from the Child/Youth's legal guardian for the release of information from the Contractor to Children and Family Services.
- 3) For clients referred to Contractor for assessment and services, Contractor shall provide Program services according to the following timeline:

- a) Contractor will contact the Family within two (2) working days of receipt of the Referral (the "Initial Contact").
 - b) The Family's first (1st) appointment (for the assessment) shall take place with Contractor within five (5) working days of the Initial Contact (the "First Appointment").
 - c) Within ten (10) days of the First Appointment, Contractor shall complete the assessment of the Family and Child/Youth and shall mail a copy of such assessment to the Social Worker.
 - d) Within ten (10) days of the completion of the assessment, Contractor shall begin the assigned treatment, and shall provide the Social Worker with the name and phone number of Contractor's therapist assigned to the Child/Youth and Family.
- 4) For clients referred to Contractor for services following the completion of the assessment by Edgewood, Contractor shall provide Program services according to the following timeline:
 - a) Within ten (10) days of the completion of the assessment, Contractor shall begin the assigned treatment, and shall provide the Social Worker with the name and phone number of Contractor's therapist assigned to the Child/Youth and Family.
 - 5) Contractor shall notify the Social Worker within one (1) day after a Family and/or Child/Youth has one (1) unexcused missed appointment or two (2) consecutive excused missed appointments.
 - 6) Discharge plans will be completed collaboratively between the Child/Youth, the Family, Contractor, and the Social Worker.
 - 7) When the Social Worker determines that a case can be closed, he/she will notify the Contractor therapist prior to the closing date.
 - 8) Services may be continued following the closing of a case by Children and Family Services if medical necessity warrants continued treatment. These cases will be reviewed by County Clinical Services Manager and appropriate transition plans shall be developed.
- h. Risk Assessment
- 1) If at anytime during the course of treatment, Contractor determines that a Child/Youth is at risk for abuse, neglect or molestation due to:
 - a) a potential abuser having access to such Child/Youth;
 - b) the possibility of unsupervised visits between a potential abuser and such Child/Youth;
 - c) the possibility of reunification of a potential abuser and such Child/Youth; or

- d) other circumstances deemed to put such Child/Youth at-risk;
then Contractor shall:
 - i. immediately notify by telephone the Social Worker and the Social Worker's supervisor of such risk determination; and
 - ii within one (1) working day of such notification, fax to the Social Worker a completed risk assessment report;
 - e) the above notwithstanding, in all cases Contractor shall follow HSA's protocol for handling such Child/Youth at-risk.
- 2) Upon proper notification by Contractor to the Social Worker and the Social Worker's supervisor as to a particular risk for such Child/Youth, Children and Family Services reserves the right to make the final determination as to the disposition of such Child/Youth.

i. Client Treatment Plans

Client treatment plans will:

- 1) Be provided to the Deputy Director of Youth Services or designee within thirty (30) days of the Referral;
- 2) Be updated at least annually and are due to the Deputy Director of 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 in compliance with BHRS Quality Improvement policies and procedures.

j. Staffing

Contractor shall ensure that all Program services:

- 1) Shall be provided by licensed, waived or registered mental health professionals;
- 2) Shall be provided by staff experienced in the provision of therapy services to emotionally disturbed children/youth and their families;
- 3) Shall be provided by staff experienced in the provision of therapy services to parents/caregivers who may have mental health issues which require intervention;
- 4) Shall be provided by staff capable of working with a culturally diverse population; and

- 5) May be provided by graduate school trainees as co-therapists of group or family therapy, provided that such trainees are supervised by licensed professionals.

4. Crisis Hotline and Clinical Support Services

- a. Contractor shall provide a 1.0 FTE Spanish-speaking licensed clinician to staff Contractor's existing crisis hotline dedicated to adolescent callers. This clinician shall provide clinical services during peak hours of hotline usage.
- b. Clinicians shall respond to requests from schools and provide crisis intervention services to youth, consultation to school staff, and provide appropriate referrals for youth and families as clinically indicated.
- c. Contractor shall make referrals to the mental health system through the ACCESS Team.
- d. Contractor shall participate on the BHRS Community Response Team, and shall attend related meetings and trainings, and shall be available to respond to community crises.
- e. Contractor shall submit monthly reports regarding the services provided to BHRS Deputy Director of Youth Services and Assistant Director of BHRS. These reports shall be in a format acceptable to County.

B. HEALTH POLICY AND PLANNING SERVICES

1. Youth Development Initiative (YDI)

Contractor shall develop and maintain the San Mateo County Youth Commission, whose role will be to advise on and create policy affecting youth in San Mateo County. The Search Institute's 41 Developmental Assets framework will be utilized in promoting youth development in San Mateo County.

- a. Recruit, train, and provide oversight for at least twenty to twenty-five (20-25) Youth Commission members to serve two-year terms on county commissions and/or boards. Specific effort will be made to recruit Youth Commission members who can represent the geographic, cultural, socio-economic, etc., diversity of San Mateo County youth.
 - 1) Work with 1 to 5 youth maximum, who join the Youth Commission but do not want to sit on a board/commission, to build their skills and comfort-level with sitting on a board or commission. These youth would participate in the youth projects but, not serve on the Executive Committee and would not receive the stipends associated with attending board/commission meetings.

- b. The Youth Commission will maintain the following standing subcommittee functions: Executive, Outreach and Publicity, Training and Community Capacity Building, and Fundraising. In addition, and/or additional subcommittees addressing specific issues raised by Commissioners and other San Mateo County youth through needs assessments (such as Alcohol Tobacco and Other Drugs (ATOD), Violence, Discrimination, Sex and Sexuality, and Mental Health) will be formed as needed.

- c. Youth Commissioners will work on specific projects as members of a subcommittee, a commission or board, or the Youth Commission as a group.
 - 1) Youth Commission projects will be profiled in the media and in the community.
 - 2) Fishbowl forums will be conducted as needed to inform Youth Commission projects and provide insight on priorities and ideas that are important to youth in San Mateo County.

- d. The Youth Commission will hold an open forum once a month for community members and agencies to present policies, projects, and ideas for Youth Commission consultation. The schedule for the public meetings will be set at the beginning of the school year and will be published broadly in the community. These public meetings will operate under Robert's Rules of Order and be bound by the Brown Act.

- e. The Youth Commission will meet at least once a month or as needed to work on their Youth Commission project and for training and team-building. Youth Commission members will be trained on leadership topics that can include but are not limited to:
 - 1) San Mateo County Government Organization.

- 2) Youth Commission roles, responsibilities, and structure.
 - 3) Policy.
 - 4) Public speaking and facilitation.
 - 5) Outreach and publicity.
 - 6) Fundraising.
 - 7) Positive Youth Development and the 41 Assets.
 - 8) Community Organizing.
- f. Eight (8) to eleven (11) County boards and commissions will be staffed by Youth Commission representatives. In order to maintain a consistent Youth Commission presence, the staff and the youth apprentices of the Youth Commission will attend the board/commission meetings regularly. Youth Commissioners will also provide a monthly update on the major developments of the board/commission meetings they attend.
 - g. Adults involved in youth policy or commissions, boards and/or councils with Youth Commission members will serve as mentors and work in partnership with the Youth Commissioners. A goal will be to provide an adult mentor for each youth sitting on a Board or Commission as deemed appropriate by the youth and Adult Ally. Adult mentors will attend the monthly meetings of the Youth Commission and project planning meetings as needed.
 - h. A presentation on the mission and goals of the Youth Commission and an overview of the 41 Developmental Assets will be provided to commissions, boards and/or councils that are working with youth members for the first time or as needed.
 - i. One or Two Youth Apprentices (working a total of 20 hours combined) will be hired and will be integral in recruiting and training the Youth Commissioners, maintaining relationships with County boards and/or commissions, YDI administrative assistance, and updating the clearinghouse aspect of the Be the Difference webpage.
 - j. The Youth Commission will prepare and present an annual update to the San Mateo County Board of Supervisors or other County leadership as related to the Youth Commission's annual projects.

2. Adult Ally Development

Contractor shall allocate human resources to increase the County's capacity to meet standards of practice around authentic youth engagement and youth-adult partnerships. (Standards of practice include relationship building, youth participation, community involvement and skill building.) During the year of the contract, Contractor shall hire one (1) full-time equivalent (FTE) staff to support youth-adult partnerships created through the Youth Commission and the Youth Commission's policy recommendations through the following activities:

- a. Adult allies ("mentors") to the Youth Commission will receive specific training, which will enable them to assist youth commissioners to maximize their impact in the community by way of their projects. This will be a one-time training occurring by the end of December 2009, and will include adult commission, board and/or council members and allies to the Youth Commissioner.
The training will cover:
 - 1) Youth Development Principles (41 Developmental Assets);
 - 2) How to Mentor Youth;
 - 3) How to Advocate for Youth Issues;
 - 4) Youth-Inclusive Policies;
 - 5) Team planning for Policy Change;
 - 6) Models of plans, other commissions, boards and/or councils have used for incorporating youth development as a priority.
- b. Adult allies will receive a follow-up training in spring 2010 to support youth-adult partnerships and ensure successful roll-out of Youth Commission projects.
- c. Staff will provide individualized technical assistance to facilitate the relationship between youth commissioner and adult ally by checking-in frequently, assessing needs and engaging adult allies in training opportunities to enhance their mentoring role (such as dialogues, tailored problem solving or linkages to other adult allies).
- d. Staff will facilitate authentic youth engagement on Boards and Commissions to make the most of young people's participation by providing continued adult ally training or technical assistance to identified key players and interested members.
- e. Staff will work with the County Human Resources Department and serve as support and engage County departments and staff that are committed to enhancing youth development and/or implementing at least one of the Youth Commission's policy recommendations that emerged as part of the 2007 Adolescent Report.

3. Evaluation

Contractor shall work with HPP staff to develop and conduct an evaluation of the Youth Commission and the Adult Ally Development components of the project incorporating the measurable goals and objectives described in Paragraph II.C.1. and Paragraph 11.C.2. of Exhibit A. Contractor will engage youth and adult allies in evaluation activities such as focus groups, key informant interviews and/or surveys as needed and determined in the evaluation planning.

- a. Contractor will conduct an evaluation to determine the authenticity of youth-adult engagement on Boards and Commissions by measuring Youth Commissioners' meaningful engagement and strong relationship with an adult ally.
- b. Contractor will conduct an evaluation to determine the impact of the implementation of youth development initiatives and programs such as the Youth Commission on community and county system change and on the youth commissioner's development (i.e. where are they now, life trajectory, etc)

C. FAMILY HEALTH SERVICES DIVISION

1. Community Workers

- a. Contractor shall provide eight (8) community workers, who shall be assigned to the Prenatal to Three Initiative. The community workers shall be employees of Contractor. There shall be no employer/employee relationship between the County and the community workers. Four (4) shall be assigned to the "Low-Mod" Team and four (4) to the Behavioral Health Team/AOD. If County determines that County does not want to use the services of a particular community worker, County may request Contractor to provide a different worker. County's obligation to compensate Contractor for such community worker's services shall be based on a 40-hour work week.
- b. Community workers shall be assigned to locations determined by County. Contractor shall provide a workstation at Contractor's facility with a phone. Each community worker shall have his/her own voice mailbox at the Contractor's agency. Community Workers shall comply with County and Health Department policies regarding appropriate work attire.
- c. Contractor shall provide staff supervision, including supervision regarding work performance and conduct on the job. Contractor shall provide yearly performance evaluations, with input from the County. Contractor shall provide County with at least two weeks to complete input on performance evaluations.
- d. Contractor shall assure that the community workers meet minimum productivity requirements in terms of program duties and workload with input from County. "Low-Mod" community workers shall provide a minimum of twenty (20) billable encounters per week, with exceptions for participation in mental health groups, Touchpoint groups, Touchpoints coordination, and parenting classes. With other activities, these community workers shall provide a minimum of fifteen (15) billable encounters per week. Community workers assigned to the Behavioral Health Team shall provide a minimum of fifteen (15) billable encounters per week, with exceptions for participation in other activities. With other activities, community workers on the Behavioral Health Team shall provide a

minimum of ten (10) billable encounters per week. Contractor shall inform County in advance of community worker participation in non-Pre-3 activities. Meeting minimum billable encounter requirements shall be a priority over participation in non-Pre-3 activities.

- e. Contractor shall provide the community workers with an extensive orientation to the Youth and Family Enrichment Services to help them become familiar with policies, procedures, and forms used by staff members.
- f. The community workers shall be fully functioning members of the Contractor's staff.
- g. County shall be responsible for the assignment of families for case management, other job responsibilities, and training pertaining to the daily job functions of the community workers. Contractor shall be responsible for training and expenses related to career development. County shall provide the case management forms and other forms needed and used by the community workers in relation to their job description.
- h. Contractor agrees to comply with the State Department of Health Services (DHS) regulations and policies regarding Medi-Cal Administrative Activities as outlined in the Contract between DHS and the Local Government Agency, namely County.
- i. Contractor shall provide monthly reports to County, including a brief narrative describing the community workers' activities as outlined in this Agreement, as well as a financial report showing budget to actual expenditures to date.
- j. Contractor shall meet with County a minimum of three times per fiscal year during the contract period.

E. ADMINISTRATIVE REQUIREMENTS

1. Behavioral Health and Recovery Services

- a. Contractor shall administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.

- b. Cultural Competency
 - 1) All program staff shall receive at least two (1) in-service trainings 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. In the third (3rd) quarter of the contract year, and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.

- c. Developmental Assets

Contractor shall incorporate the Forty-One (41) Developmental Assets into program treatment goals, individual goals and family goals

- d. Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Children and Youth Services Deputy Director within 10 business days of Contractor's receipt of any such licensing report.

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

- f. 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.

- g. 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>.
- h. Advance Directives
Contractor will comply with County policies and procedures relating to advance directives.
- i. Beneficiary Rights
Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.
- j. Physician Incentive Plans
Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.
- k. Availability and Accessibility of Service
Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.
- l. Compliance Plan and Code of Conduct
Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS Mental Health Services Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance

mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

m. Beneficiary Brochure and Provider Lists

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

n. Paragraph 13 of the Agreement and Paragraph I.B.11.d. 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.

2. Family Health Services

a. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including assessment and service plans, progress notes, and Staff Activity Records).

b. Cultural Competency

All program staff shall receive at least two (1) in-service trainings 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.

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.

Contractor shall use good faith efforts to hire clinical staff members who can communicate with clients in a culturally and linguistically appropriate manner. In the third (3rd) quarter of the contract year, and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.

3. All Services

a. 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 J.

II. GOALS AND OBJECTIVES

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

A. ALL PROGRAMS

Goal 1: Contractor shall enhance program's cultural competence.

Objective 1: Contractor shall document that staff from each program have completed two (2) cultural competency trainings, designed to meet the needs of their specific programs.

Objective 2: Contractor shall engage, recruit or serve young people that reflect and represent the county's demographic diversity, in particular youth from ethnic groups that present lower levels of developmental assets (Pacific Islanders, Hispanic/Latinos and African-Americans).

Goal 2: Contractor shall apply youth development principles into practice across all programs.

Objective 1: Contractor shall document actions taken across all programs toward the adoption of the 41 Developmental Assets, building relationships with and supporting youth, and providing opportunities for authentic youth involvement.

B. BEHAVIORAL HEALTH AND RECOVERY SERVICES

1. Mental Health Services (authorized by the MHP)

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

Objective 1: No more than five percent (5%) of cases treated by Contractor shall be admitted to a psychiatric emergency service unit between the time of intake and a year after intake.

Data shall be collected by Contractor

Goal 2: Clients receiving MHP services shall be satisfied with services received.

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

2. Girls' Juvenile Court Program

Goal 1: Participants will stabilize in the community upon receipt of mental health services through the Girls' Juvenile Court Program.

Objective 1: Program participants will reduce Juvenile Hall incarceration for offenses committed.

Data shall be collected by Contractor.

3. Child and Family Treatment Collaborative

Goal 1: Contractor shall maintain Children/Youths served in the least restrictive settings.

Objective 1: Ninety-five percent (95%) of Children/Youths served will be maintained in Family home or home-like setting (foster home) after six (6) months of receiving services.

Data shall be collected by Contractor.

Goal 2: Contractor shall reduce re-incidence of child abuse, molestation, or neglect.

Objective 1: At least ninety-five percent (95%) of Families served for a period of at least six (6) months will have no re-incidence of reported abuse, molest or neglect during their course of treatment (post 6 months of implementation of services).

Data shall be collected by Contractor.

C. HEALTH POLICY AND PLANNING

1. Youth Development Initiative

Goal 1: The Youth Commission shall promote systemic change that will contribute to promotion and adoption of the 41 Developmental Assets.

Objective 1: Each Youth Commissioner must work on one (1) project as a member of a subcommittee, a specific commission or board, or the Youth Commission as a group.

- Objective 2: At least four (4) Youth Commission projects must be highlighted in the community using media and other venues to reach beyond a single community.
- Objective 3: The Youth Commissioners will build connections with other youth advisory bodies (such as cities' youth action councils and School Wellness Policy committees) to strengthen community-wide positive youth development.
- Goal 2: Contractor shall improve the external and internal assets of Youth Commission members.
- Objective 1: At least eighty-five (85%) of YDI members will report an improvement in the following external assets as a result of their participation in the program: community values youth, youth as resources, and adults as role models, as indicated by an exit interview at the end of the Youth Commission term.
- Objective 2: At least eighty-five (85%) of YDI members will report an improvement in the following internal assets as a result of their participation in the program: responsibility, sense of purpose and self esteem, as indicated by an exit interview at the end of the Youth Commission term.
- Objective 3: Youth Commissioners will receive training on a diverse array of topics. Examples of topics include Youth Development Principles (41 Developmental Assets) and How to Advocate for Youth Issues. In addition, Youth Commissioners will participate in experiential learning (e.g. Attending legislative meetings in Sacramento).
- Goal 3: Participation in the program will encourage youth to continue their involvement in community service.
- Objective 1: A cohort of Youth Commission alumni will be identified. Of that cohort, eighty percent (80%) will report continue participation in community service one year after the Youth Commission term as indicated by a follow-up survey.

2. Adult Ally Development

- Goal 1: Adult allies will become more aware of issues facing youth and will apply this knowledge in decision-making processes on issues that affect youth and families.
- Objective 1: At least ninety percent (90%) of adult allies will report being more aware of issues facing youth at the end of the Youth Commission term as indicated by an exit survey completed at the end of the Youth Commission term.
- Objective 2: At least sixty-five percent (65%) of Adult Commissioners will report using their gained awareness in decision-making processes regarding issues that affect youth and families, as indicated by surveys completed at the end of the Youth Commission term.
- Goal 2: The Adult Ally staff shall promote systemic change that will contribute to the promotion and adoption of the 41 Developmental Assets.
- Objective 1: At least seventy-five percent (75%) of adult allies will document at least one systemic change that facilitates greater partnership with young people (e.g. change in meeting structure and format, providing consistent opportunities for youth voice, engaging youth in decision-making processes).
- Objective 2: Adult allies will receive at least one training in the following areas: Youth Development Principles (41 Developmental Assets), Genuine Youth Involvement, and How to Mentor Youth.
- Objective 3: Adult Ally and Youth Commissioner pairs will be encouraged and supported to conduct one (1) presentation on the mission and goals of the Youth Commission and an overview of the 41 Developmental Assets to their appointed Board or Commission and/or another relevant topic.

- Objective 4: Adult ally staff will conduct at least three (3) trainings open to County staff and community partners to promote the 41 Developmental Assets and youth-adult partnerships, and raise awareness of the role of an adult ally.
- Objective 5: Adult ally staff will conduct at least three (3) trainings open to County staff and community partners (contractors) on how to incorporate a Youth Development framework and language into work plans and contracts.
- Goal 3: Adult Ally staff will engage, monitor and coach adult allies in effectively mentoring Youth Commissioners.
- Objective 1: Staff will engage Adult Allies in a minimum of four (4) check-ins to assess potential coaching and technical assistance opportunities.
- Objective 2: At least eighty-five percent (85%) of Youth Commissioners will report a satisfactory mentorship experience with an Adult Ally on a Board or Commission, as indicated by surveys completed at the end of the Youth Commission term.
- Objective 3: At least eighty-five percent (85%) of Adult Allies will report a satisfactory mentorship experience with a Youth Commissioner, as indicated by surveys completed at the end of the Youth Commission term.

III. REPORTING REQUIREMENTS

A. HEALTH POLICY AND PLANNING – YOUTH DEVELOPMENT INITIATIVE

Contractor shall submit to County:

1. Contractor's monthly invoice for youth development initiative services;
2. A monthly report of all activities conducted in relation to youth development, adult ally development, and technical assistance to adult allies in San Mateo County, describing the groups served;

3. These reports must be submitted within ten (10) days after the end of each month.
4. An annual report at the end of the fiscal year with the evaluation plan and results included.

EXHIBIT "B"
YOUTH AND FAMILY ENRICHMENT SERVICES

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 ("Payment") of the agreement, County shall pay Contractor in the manner described below:

- A. The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 on page 1 of this Agreement. Furthermore, of the total contract obligation, County shall not pay or be obligated to pay more than ONE MILLION TWO HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED TWENTY FOUR DOLLARS (\$1,294,924).

- B. BEHAVIORAL HEALTH AND RECOVERY SERVICES (SAN MATEO COUNTY ORG. #61301)
 - 1. Mental Health Services (Authorized by the MHP)

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 FIFTY THOUSAND DOLLARS (\$150,000) for services provided under Exhibit A, Paragraph I.A.1. of this Agreement.

- 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	2009-10
Assessment, per case	\$124.00
Code A8100	

b. Treatment Services (non-MD)

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

Service Type	2009-10
Individual Therapy, per session Code 90806	\$88.00
Group Therapy, per person, per session Code 90853	\$29.00
Family Therapy, per hour; includes all members Code 90847	\$90.00
Collateral, per session Code 90887	\$59.00
Clinical Consultation, telephone/15 minutes Code X8522	\$12.00

c. Expanded Screening/Assessment Services (non-MD)

An assessment shall consist of at least one (1) face-to-face visit and be conducted by a licensed, waived, or registered mental health professional. The assessment shall include initial phone contact to schedule an intake evaluation; behavior/history checklists mailed to caregiver and teacher; phone consultation with teacher; and review of behavior/history checklists.

Service Type	2009-10
Expanded Screening/Assessment Services, per assessment Code A8125	\$135.00

d. Psychological Evaluation/Testing Services (Ph.D.)

An evaluation shall consist of individual sessions, scoring of tests, written report and case conference, and classroom observation using structured observation tools. Total time shall be approximately nine (9) hours of service. Services shall be provided by a licensed psychologist. Payment will be made upon receipt of completed psychological evaluation.

Service Type	2009-10
Psychological Testing, per evaluation	\$450.88
Code T9561	

2. Girls' Juvenile Court Program

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 SIXTY-ONE THOUSAND SIX HUNDRED TWENTY-ONE DOLLARS (\$61,621) for services provided under Exhibit A, Paragraph I.A.2. of this Agreement.

- 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.
- b. **Psychological Assessment/Testing Services (Ph.D.)**
An evaluation shall consist of individual sessions; scoring of tests; written report and case conference; and classroom observation using structured observation tools; totaling approximately nine (9) hours of service and be conducted by a licensed psychologist. Payment will be made upon receipt of completed psychological assessment.

Psychological Assessment, per evaluation	\$450.88
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- c. **Treatment Services**
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. Rate of payment shall be as follows:

Assessment, per case	\$124.00
Psychological Testing Package	\$450.88
Individual Therapy, per session	\$ 88.00
Group Therapy, per person, per session	\$ 29.00
Family Therapy, per hour; includes all members	\$ 90.00
Clinical Consultation, telephone per 15 minutes	\$ 12.00

3. Child and Family Treatment Collaborative Payment Schedule

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 TWENTY-ONE THOUSAND DOLLARS (\$221,000) for services provided under Exhibit A, Paragraph I.A.3. of this Agreement.

a. Mental Health Services

For services as described in Paragraph I.A.3.d.4)a) of Exhibit A County shall pay Contractor at a rate of ONE DOLLAR AND FORTY CENTS (\$1.40) per minute of service, for services that have been documented in the medical record maintained by Contractor to meet documentation requirements of the Medi-Cal program.

b. Crisis Intervention Services

For services as described in Paragraph I.A.3.d.4)b) of Exhibit A County shall pay Contractor at a rate of THREE DOLLARS AND EIGHTY-EIGHT CENTS (\$3.88) per minute of service, for services that have been documented in the medical record maintained by Contractor to meet documentation requirements of the Medi-Cal program.

c. Case Management Services

For services as described in Paragraph I.A.3.d.4)c) of Exhibit A County shall pay Contractor at a rate of TWO DOLLARS AND TWO CENTS (\$2.02) per minute of service, for services that have been documented in the medical record maintained by Contractor to meet documentation requirements of the Medi-Cal program.

4. Telephone Hot Line Services

For personnel costs as described in Paragraph I.A.4. of Exhibit A County shall pay up to a maximum of ONE HUNDRED SIX THOUSAND NINETY DOLLARS (\$106,090). Payments shall be made for actual costs, and shall be subject to the terms of Paragraph I.B.11. of this Exhibit B. Payment shall be monthly following invoice by Contractor in the amount of EIGHT THOUSAND EIGHT HUNDRED FORTY DOLLARS AND THIRTY THREE CENTS (\$8,840.33).

5. In any event, the maximum amount County shall be obligated to pay for services rendered under Exhibit A Paragraph I.A., of this Agreement shall not exceed FOUR HUNDRED SIXTY-THREE THOUSAND SEVEN HUNDRED ELEVEN DOLLARS (\$463,711) for the contract term.
6. Monthly Reporting
 - a. 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 changes for the month of service. In addition contractor shall provide back-up to the invoice. Such back-up shall be in the form of:
 - 1) County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or
 - 2) County approved form(s) which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided (Ex: TBS, Intensive Day Treatment, etc.), and duration of service (hour/minute format).
 - b. 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.

7. 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.

8. 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). Documentation shall be completed in compliance with the County Documentation Manual (as defined in Paragraph I.A of Exhibit A). 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 BHRS of the Health Department.

9. 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.
10. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.
11. Claims Certification and Program Integrity
 - a. 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.
 - b. 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 _____, 20__

Signed _____ Title _____

Agency _____”

- c. The certification shall attest to the following for each beneficiary with services included in the claim:
- 1) An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - 2) The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
 - 3) The services included in the claim were actually provided to the beneficiary.
 - 4) 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.
 - 5) A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - 6) For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - 7) Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
- d. Except as provided in Paragraph I.E.1.n. 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.

12. Cost Report
 - a. 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.
 - b. 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 difference shall be made to County by Contractor, unless otherwise authorized by the Director of Health or her designee.
13. Where discrepancies between costs and charges are found on the Cost Report to County, Contractor shall make a single payment to County when the total charges exceed the total actual costs for all of the services rendered to eligible patients during the reporting period. Likewise, a single payment shall be made to Contractor by County when the total actual costs exceed the total charges made for all of the services rendered to eligible patients during the reporting period and shall not exceed the total amount in paragraph 3 of this Agreement.
14. 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 the Contractor under this Agreement or any other agreement.
15. 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.

16. 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.

a. Option One

- 1) 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.
- 2) 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.

b. Option Two

- 1) 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.
- 2) 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.

C. HEALTH POLICY AND PLANNING (SAN MATEO COUNTY ORG #55521)

1. Youth Development Initiative, Adult Ally Development, and Evaluation

Contractor shall receive a maximum of TWO HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED AND FORTY FIVE (\$217,845) for Youth Development Initiative and Adult Ally Development activities for services provided July 1, 2009 - June 30, 2010. Distributed as follows: ONE HUNDRED THIRTY-SIX THOUSAND THREE HUNDRED FORTY-FIVE DOLLARS (\$136,345) for the Youth Development Initiative; and EIGHTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$81,500) for the Adult Ally Development allocated for personnel dedicated to Adult Ally activities. Invoices shall be monthly, for actual expenses incurred, and based on the budgets incorporated in Exhibit C. Contractor will be reimbursed for net cost of providing the herein described programs as outlined in Paragraph I.B.1. and Paragraph 1.B.2. of Exhibit A.

D. FAMILY HEALTH SERVICES DIVISION (SAN MATEO COUNTY ORG #62810)

1. Total funding for services outlined in Exhibit A, Paragraph I.C. shall not exceed FIVE HUNDRED THIRTY EIGHT THOUSAND THREE HUNDRED SIXTY EIGHT DOLLARS (\$538,368) for the term July 1, 2009 to June 30, 2010.
2. Unless otherwise authorized by the Director of Health or her authorized representative, the rate of payment by County to Contractor shall be one-twelfth (1/12) of the amount specified in Exhibit B, Paragraph I.D.1, or FOURTY FOUR THOUSAND EIGHT HUNDRED SIXTY FOUR DOLLARS (\$44,864), payable at the end of each month beginning July 31, 2009.
3. Contractor shall submit all invoices for the eight community workers by the 15th of the month for services delivered in the previous month utilizing the invoice form provided by the County. The original of the invoice should be mailed to Accounting Department/Family Health Services, San Mateo County Health Department, 2000 Alameda de las Pulgas, Suite 200, San Mateo, 94403. Upon County's receipt of Contractor's invoice, County will make good faith efforts to process the invoice in a timely manner.

F. All Services

1. County may withhold all or part of Contractor's total payment if the Chief of the Health System or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A.
2. County shall give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
3. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately upon County's written notice with justification to Contractor.
4. Contractor's annual 2009-2010 budgets for Youth Development Services and Child and Family Treatment Collaborative Services are attached and incorporated into this Agreement as Exhibit C and Exhibit D, respectively.
5. Budget modifications may be approved by the Chief of the Health System or her designee, subject to the maximum amount set forth in Paragraph 3.
6. 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.