

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
YMCA OF SAN FRANCISCO dba NORTH PENINSULA FAMILY ALTERNATIVES,
PROJECT FOCYS AND PACIFICA YOUTH SERVICES BUREAU**

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and YMCA OF SAN FRANCISCO 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, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Department, Mental Health Services Division.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment E—Fingerprinting Certification

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

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 SIX HUNDRED FOUR THOUSAND SEVEN HUNDRED EIGHTY-ONE DOLLARS (\$604,781).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2010 through June 30, 2012.

This Agreement may be terminated by Contractor, the Mental Health Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with

such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

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

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County
Behavioral Health and Recovery Services
225 37th Avenue, 3rd Floor
San Mateo, CA 94403

In the case of Contractor, to:

YMCA of San Francisco
c/o Project FOCYS
1670 South Amphlett, Suite 115
San Mateo, CA 94402

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

YMCA OF SAN FRANCISCO

Contractor's Signature

Date: _____

**YMCA OF SAN FRANCISCO:
dba NORTH PENINSULA FAMILY ALTERNATIVES, PROJECT FOCYS, and
PACIFICA YOUTH SERVICES BUREAU
FY 2010 -2012
EXHIBIT A**

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

I. Description of Services to be Performed by Contractor

Contractor shall provide juvenile sexual responsibility program 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 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. Services shall be provided through the North Peninsula Family Alternative, Project FOCYS, and Pacifica Youth Services Bureau. Contractor shall provide the following services:

A. Juvenile Sexual Responsibility Program

Contractor shall provide the following services to youth, ages eleven (11) to seventeen (17) (and their families) who have been referred due to the youth's documented or suspected history of perpetrating sexual abuse. Any youth who resides in San Mateo County is eligible for services. Services are expected to typically last from ten (10) to sixteen (16) months, and shall be focused on outpatient treatment, inclusive of Cognitive-Behavioral Therapy (CBT).

1. Services shall be provided for approximately thirty-five (35) youth and their families per year. Ongoing services shall include:

a. Assessment and referral

1) Families will be contacted within forty-eight (48) hours of referral to be scheduled for an intake appointment comprehensive psycho-physical-social assessment, which will require 3-5 appointments with the youth and family.

- 2) A Mobile Assessment team shall provide assessments for youth incarcerated in shelters/placements, or who are unable to travel to the YMCA clinics.
 - b. Weekly specialized group therapy for the juveniles according to assessed levels of risk (low / moderate / high)
 - c. Weekly parent psycho-educational groups
 - d. Monthly multi-family therapy groups
 - e. Individual/family therapy
 - f. Mobile treatment team for clients in historically underserved and remote areas such as East Palo Alto, Redwood City, Coastside, Juvenile Hall and Camp Glenwood.
 - g. Case management
 - h. Crisis intervention and referral
 - i. Discharge planning
 - j. Referral to other community support services as appropriate, and follow-up
 - k. Aftercare services

Contractor will contact clients ninety (90) days post discharge to check client progress and/or provide additional referral sources.
 - l. Orientation/low risk offender group
2. Contractor will maintain efforts to involve parents or other caregivers in the development and carrying out of intervention plans involving their children.
3. Contractor shall provide up to sixty thousand one hundred eighteen (60,118) minutes of services per year.

4. Staffing

Only licensed, waived or registered staff shall provide services. Supervisory staff providing direct clinical supervision shall be California State licensed professionals.

5. Cultural Competence

All program services shall be available in both English and Spanish. Services shall be culturally appropriate for a diverse population, and shall be provided in the first language of the client whenever possible.

6. Contractor shall work closely with Juvenile Probation, and shall work as a partner in the System of Care for youth. Contractor shall meet with County's Mental Health Services Division's Child and Youth System of Care Management on at least a bimonthly basis to review service plans and to authorize continued services.

7. The program's core foundation is based on developmental assets and contractor will incorporate the forty-one (41) developmental assets into program treatment goals, individual goals and family goals.

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. Treatment specialties include the following:

- a. Family Treatment
- b. Anger Management
- c. Coastside Services

3. 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

II. Administrative Requirements (for all service components)

- A. Paragraph 13 of the Agreement and Paragraph IV.M.4. of Exhibit B notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (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 Mental Health Services Division, including outcomes and satisfaction measurement instruments.

- C. Cultural Competency

1. All program staff shall receive at least one (1) in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training.
2. Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in English and as translated.
3. Contractor shall use good faith efforts to hire clinical staff members who can communicate with clients in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.

- D. Contractor shall submit a copy of any licensing report issued by a licensing agency to County Behavioral Health and Recovery Services Division Children and Youth Services Deputy Director within 10 business days of Contractor's receipt of any such licensing report.

- E. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement. Documentation shall be completed in compliance with the Mental Health Services Documentation Manual, which is incorporated into this Agreement by reference herein.
- F. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
- G. Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.
- H. Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking:
http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp.
- I. Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.
- J. Beneficiary Rights

Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.
- K. Physician Incentive Plans

Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

L. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

M. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

N. Beneficiary Brochure and Provider Lists

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

O. Fingerprint Certification

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children, will be fingerprinted in order to determine whether they have

a criminal history which would 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.

P. Developmental Assets

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

III. GOAL AND OBJECTIVES

A. Juvenile Sexual Responsibility Program

Goal 1: Contractor shall achieve low recidivism for sexually-related offenses.

Objective 1: At least ninety percent (90%) of youth served shall not re-offend during the time between four (4) months after admission and one (1) year after completing the program (a re-offense is defined by behavior that required at least a police or a Child Protective Services report regarding a sex offense).

Contractor shall provide a list of current clients who are wards of the Court to Juvenile Probation annually. Contractor shall subsequently provide objective data to Mental Health Services.

Goal 2: Contractor shall maintain youth served at least restrictive level of care.

Objective 1: At least ninety percent (90%) of youth served for at least four (4) months shall be maintained at current level of residential care or moved to less restrictive level of care.

Contractor shall provide data to Mental Health Services.

Goal 3: Contractor shall increase service capacity for families by providing family therapy to all clients.

Objective 1: At least thirty-three percent (33%) of all families shall comply with family therapy as part of the youth's treatment.

B. Mental Health Services (Authorized by 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 during their course of treatment.

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.

YMCA OF SAN FRANCISCO:
dba NORTH PENINSULA FAMILY ALTERNATIVES, PROJECT FOCYS, and
PACIFICA YOUTH SERVICES BUREAU
FY 2010-2012
EXHIBIT B

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

I. Juvenile Sexual Responsibility Program

A. Rate For FY 2010-11

County shall pay Contractor at a rate of ONE DOLLAR AND FIFTY-ONE CENTS (\$1.51) per minute of service, not to exceed sixty thousand one hundred eighteen (60,118) total minutes.

B. Maximum Obligation for FY 2010-11

In any event, the maximum amount County shall be obligated to pay for services rendered as described in Section I.A. of Exhibit A of this Agreement shall not exceed NINETY-ONE THOUSAND TWENTY-FIVE DOLLARS (\$91,025). County shall pay such rate less any third-party payments as set forth in Paragraph IV.A. of this Exhibit B.

C. Rate for FY 2011-12

County shall pay Contractor at a rate of ONE DOLLAR AND FIFTY-ONE CENTS (\$1.51) per minute of service, not to exceed sixty thousand one hundred eighteen (60,118) total minutes.

D. Maximum Obligation for FY 2011-12

In any event, the maximum amount County shall be obligated to pay for services rendered as described in Section I.A. of Exhibit A of this Agreement shall not exceed NINETY-THREE THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS (\$93,756). Included in this amount is a cost of living allowance (COLA) in the amount of TWO THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS (\$2,731). Payment for the COLA will be made at the discretion of the County, subject to approval of the same prior to completion of the FY 2011-12 County Budget. County shall pay such rate less any third-party payments as set forth in Paragraph IV.A. of this Exhibit B.

II. Mental Health Services (authorized by the MHP)

A. Rates for FY 2010-12

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

Service Type	2010-12
A8100 Assessment, per case	\$124.00

2. 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	2010-12
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

3. Medication Assessment Services (MD): A medication assessment shall consist of at least one (1) face-to-face visit conducted by a licensed physician (psychiatrist).

<u>Service Type</u>	<u>2010-12</u>
A8200 Medication Assessment, per case	\$140.00

4. Medication Treatment Services (MD): Medication treatment services shall consist of at least one (1) face-to-face visit conducted by a licensed physician (psychiatrist). Medication group services may be provided by an MD or RN.

<u>Service Type</u>	<u>2010-12</u>
90862 Medication Management, per session	\$62.40
90863 Medication Group, per person, per session	\$32.00

B. Maximum Obligation – FY 2010-12

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 THOUSAND DOLLARS (\$200,000) during FY 10-11 and no more than the sum of TWO HUNDRED AND TWENTY THOUSAND DOLLARS (\$220,000) during FY 2011-12 for services rendered as described in Section I.B. of Exhibit A of this Agreement.

III. Agreement Maximum

In any event, the maximum amount County shall be obligated to pay for all services rendered as described in Exhibit A of this Agreement shall not exceed SIX HUNDRED FOUR THOUSAND SEVEN HUNDRED EIGHTY-ONE DOLLARS (\$604,781).

IV. Additional Terms – All Services

A. 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.

- B. Budget modifications may be approved by the Director of Health or designee, subject to the maximum amount set forth in Paragraph 3.

- C. The Director of Health or the Director's designee 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.
- D. Monthly Reporting
1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service. In addition contractor shall provide back-up to the invoice. Such back-up shall be in the form of:
 - a. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or
 - b. County approved form(s) which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided (Ex: TBS, Intensive Day Treatment, etc.), and duration of service (hour/minute format).
 2. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.
- E. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Director of Health or designee.
- F. In the event of a decrease in the Short/Doyle/Medi-Cal Maximum Reimbursement rates for services provided pursuant to this Agreement Contractor agrees to either accept rate(s) not to exceed the Short-Doyle/Medi-Cal Maximum Reimbursement Rates or to discontinue provision of these services as of the effective date for the new rates(s) is/are less than the rate(s) established in this Agreement, it is agreed the rates(s) will be charged to the Short-Doyle/Medi-Cal Maximum Reimbursement Rates. In no event shall the compensation rate(s) for services provided under this Agreement exceed the Short-Doyle/Medi-Cal Reimbursement Rates.

- G. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- H. In the event 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.
- I. 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.
- J. 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.
- K. 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 difference shall be made to County by Contractor, unless otherwise authorized by the Director of Health or her designee.

L. 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.

M. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim.

“Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____, 200__

Signed _____ Title _____

Agency _____”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - f. For each beneficiary with EPSDT supplemental specialty mental health services included in the claim, all requirements for Contractor payment authorization for EPSDT supplemental specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

4. Except as provided in Paragraph II.A. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.