

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
EDGEWOOD CENTER FOR CHILDREN AND FAMILIES**

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and Edgewood Center for Children and Families, 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 System, Behavioral Health and Recovery 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

Exhibit C—Contractor’s FY 2010-11 Child & Family Treatment Collaborative Budget

Attachment C—Election of Third Party Billing Process

Attachment D—Payor Financial Form

Attachment E—Fingerprint 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 ONE MILLION ONE HUNDRED THOUSAND ONE HUNDRED THIRTY-TWO DOLLARS (\$1,100,132).

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, 2011.

This Agreement may be terminated by Contractor, the Chief of the Health System 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 County 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 County 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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 and Venue

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

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

In the case of Contractor, to:

Edgewood Center for Children and Families
1801 Vicente Street
San Francisco, CA 94116

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

EDGEWOOD CENTER FOR CHILDREN AND FAMILIES

Contractor's Signature

Date: _____

Edgewood Center for Children and Families
Exhibit "A" - Services
2010-11

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services. All payments under this Agreement must directly support services specified in this Agreement.

I. Description of Services to be Performed by Contractor

In full consideration of the payments herein provided for, Contractor shall provide Day Treatment Services, Medication Support Services, Mental Health Services, Crisis Intervention, Outpatient Mental Health Services, and Child and Family Treatment Collaborative Services (collectively referred to herein as "Services") authorized by the San Mateo County Division of Behavioral Health and Recovery Services ("BHRS"), and as meet medical necessity. These services shall be provided in manner prescribed by the laws of California and in accord with the applicable laws, titles, rules, and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement. The San Mateo County Mental 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.

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

1. General Description of Services

- a. The Day Treatment (Intensive/Rehabilitative) Services, (Full-day) programs, Medication Support Services, Mental Health Services and Crisis Intervention shall collectively be referred to herein as "Services." These Services are provided to a distinct group of seriously emotionally disturbed children and adolescents and occur in a therapeutic, organized and structured setting.

- b. As of the date of this Agreement Contractor provides Day Treatment (Intensive and Rehabilitative) Services (Full-day) for severely emotionally disturbed children/youth. Such Day Treatment (Intensive and Rehabilitative) Services (Full-day) shall collectively be referred to herein as “Day Treatment Services.”
- c. Full-day Day Treatment Services must be available more than four (4) hours and less than twenty-four (24) hours each program day to qualify as a full day program. Half-day Day Treatment Services must be available at least three (3) hours each day the program is open to qualify as a half day program. The client must be present each day (half day or full day as appropriate) Day Treatment Services are claimed. On an exceptional occasion when a client is unavailable for the entire program day, the client must be present a minimum of fifty percent (50%) of the program day for that day’s services to be claimed.
- d. For seriously emotionally disturbed children and adolescents, Day Treatment Services provides a range of services to assist the child/adolescent to gain the social and functional skills necessary for appropriate development and social integration. Interventions are intended to prevent hospitalization, placement in a more restrictive facility, out-of-home placement, and/or to maintain the client in a community setting. A key component of Day Treatment Services service is contact with the families of clients. This may be integrated with an education program as long as it meets all Day Treatment Services requirements.
- e. Day Treatment Rehabilitative Services may be provided for those clients for whom those services are clinically appropriate and who do not require the level of services provided through Day Treatment Intensive Services.
- f. San Mateo County clients authorized for Day Treatment Intensive Services who subsequently are authorized for Day Treatment Rehabilitative Services may continue to receive services in Contractor’s Day Treatment Intensive Services program. Services provided for such clients shall be reimbursed at the Day Treatment Rehabilitative Services rates set forth in Exhibit B.

- g. Contractor shall develop and maintain a Day Treatment Services program description, and shall provide such program description to County annually and upon request.
- h. County reserves the right and authority to set additional higher or more specific standards necessary to manage the delivery of Day Treatment Services than those set by the State of California.

2. Day Treatment Intensive Services

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

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

d. Therapeutic Milieu Service Components

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

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

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

e. Daily Community Meetings

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

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

f. Weekly Schedule

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

g. Excluded Activities

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

h. Contact with Significant Support Persons

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

i. Crisis Response

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

j. Authorization Requests

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

- i. Contractor must request prior authorization for payment from County using the Authorization Form or a similar form approved by County, and clinical documentation that establishes the need for the service.
- ii. Contractor must provide an additional prior authorization for services that exceed five (5) days per week.
- iii. Contractor must request authorization for the continuation of services at least every three (3) months or more frequently, if requested by County.
- iv. Contractor must request prior authorization for the provision of counseling, psychotherapy, and other similar intervention services, including Mental Health Services, beyond those provided in the Intensive Day Treatment Services. These services may not be provided at the same time as Intensive Day Treatment Services even if authorized. (Excluded from this authorization are services to treat emergency and urgent conditions, and Therapeutic Behavioral Services that are provided on the same day as Day Treatment Intensive Services.) Reauthorization of these services must occur on the reauthorization schedule determined by the Deputy Director or her designee and no later than on the same cycle as reauthorization for Day Treatment Intensive Services.
- v. Authorization must specify the number of days per week as well as the length of time services will be provided.

k. Authorization Decisions

- i. For authorization decisions other than the expedited decisions described below in Paragraph I.A.2.k.ii. of this Exhibit A, County shall provide notice as expeditiously as the client's mental health condition requires and within fourteen (14) calendar days following receipt of the request for service, with a possible extension of up to fourteen (14) additional calendar days, if the client or Contractor requests an extension; or if County identifies a need for additional information.
- ii. In cases in which Contractor or County determines that following the standard timeframe could seriously jeopardize the client's life or health or ability to attain, maintain, or regain maximum function, the County will make an expedited authorization decision and provide notice as expeditiously as the client's mental health condition requires and no later than three (3) working days after receipt of the request for authorization. The County may extend the three-(3) working day time period by up to fourteen (14) calendar days if the client requests an extension, or if the County identifies a need for additional information.
- iii. The County shall notify the Contractor of any decision to deny an authorization request, or to authorize a service in an amount, duration, or scope that is less than requested.

l. Documentation

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

- i. Client treatment plans will:
 - 1) Be provided to the BHRS Deputy Director of Child and Youth Services or designee within thirty (30) days of admission to the program if client is already opened to BHRS. If client has no current opening in BHRS, then treatment plan is due within sixty (60) days of admission to the program.
 - 2) Be updated at least annually and are due to the BHRS Deputy Director of Child and Youth Services or designee during the calendar month prior to the anniversary date or on the anniversary date of the client's entry into the County system;
 - 3) Have specific observable and/or specific quantifiable goals;
 - 4) Identify the proposed type(s) of intervention;
 - 5) Have a proposed duration of intervention(s); and
 - 6) Be signed (or electronic equivalent) by:
 - a) The person providing the service(s), or
 - b) A person representing a team or program providing Services, or
 - c) When the client plan is used to establish that Services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category, by a:
 - i) Physician,
 - ii) Licensed/registered/waivered psychologist,
 - iii) Licensed/registered/waivered social worker,
 - iv) Licensed/registered/waivered MFT, or
 - v) Registered nurse who is either staff to the program or the person directing the Services.
- ii. Client Progress Notes
 - 1) Day Treatment Intensive Services require:

- a) Daily progress notes on activities, and
 - b) Weekly clinical summaries, which must be signed (or electronic equivalent) by a:
 - i) Physician,
 - ii) Licensed/registered/waivered psychologist,
 - iii) Clinical social worker,
 - iv) MFT, or
 - v) Registered nurse who is either staff to the program or the person directing the Services.
- 2) The signature for the weekly summary shall include the person's professional degree, licensure, or job title, and will include the dates Services were provided and progress towards meeting client goals. Copies of weekly summaries shall be forwarded along with the monthly invoice to the Deputy Director of Youth Services or her designee.

m. Staffing

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

- i. Staff Qualifications: Commensurate with scope of practice, Day Treatment Intensive Services may be provided by any of the following staff:
 - 1) Licensed Physician,
 - 2) Licensed/Waivered Clinical Psychologist,
 - 3) Licensed/Registered Clinical Social Worker,
 - 4) Licensed/Registered Marriage, Family and Child Counselor,
 - 5) Registered Nurse,
 - 6) Licensed Vocational Nurse,
 - 7) Licensed Psychiatric Technician,
 - 8) Occupational Therapist, or

- 9) Mental Health Rehabilitation Specialist. A Mental Health Rehabilitation Specialist is an individual who has a baccalaureate degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment, or vocational adjustment. Up to two (2) years of graduate professional education may be substituted for the experience requirement on a year-for-year basis; up to two (2) years of post associate arts clinical experience may be substituted for the required educational experience in addition to the requirement of four years of experience in a mental health setting.
- ii. Staffing Ratio: At a minimum there must be an average ratio of at least one (1) professional staff member from the list in Paragraph I.A.2.m.i. of this Exhibit A to eight (8) individuals in attendance during the period the program is open. In Day Treatment Intensive Services programs serving more than twelve (12) clients there shall be at least one (1) person from each of two (2) of the staffing groups listed in Paragraph I.A.2.m.i. of this Exhibit A. At least one such staff person must be present and available to the group in the therapeutic milieu during all hours of operation. Other staff may be utilized according to program need, but shall not be included as part of the above ratio. A clear audit trail shall be maintained for staff members who function as both Day Treatment Intensive Services program staff and in other capacities.

3. Day Treatment Rehabilitative Services

- a. Contractor shall provide Day Treatment Rehabilitative Services to seriously emotionally and behaviorally disturbed San Mateo County resident youth(s) pre-authorized for service by the BHRS Deputy Director of Child and Youth Services or designee.
- b. The Day Treatment Rehabilitative Services program is multi-disciplinary in its approach and provides a range of treatment services, including, but not limited to:

- i. Psychological assessment, evaluation, and plan development;
 - ii. Education/special education programming;
 - iii. Occupational, speech/language, and recreation therapies;
 - iv. Medication assessment and medication management;
 - v. Psychosocial/functional skills development;
 - vi. Crisis intervention; and
 - vii. Outreach social services.
- c. Day Treatment Rehabilitative Services shall occur in a therapeutic milieu. The purposes of the therapeutic milieu are as follows:
- i. To provide the foundation for the provision of Day Treatment Rehabilitative Services and differentiate these services from other specialty mental health services;
 - ii. To include a therapeutic program that is structured by well-defined service components with specific activities being performed by identified staff;
 - iii. To create a supportive and nurturing interpersonal environment that teaches, models, and reinforces constructive interaction;
 - iv. To support peer/staff feedback to clients on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress;
 - v. To empower clients through involvement in the overall program (such as the opportunity to lead community meetings and to provide feedback to peers) and the opportunity for risk taking in a supportive environment; and
 - vi. To support behavior management interventions that focus on teaching self-management skills that children, youth, adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function with minimal or no additional therapeutic intervention.

d. Therapeutic Milieu Service Components

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

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

e. Daily Community Meetings

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

- i. Schedule for the day;
- ii. Any current event;
- iii. Individual issues that clients or staff wish to discuss to elicit support of the group process;
- iv. Conflict resolution within the milieu;
- v. Planning for the day, the week or for special events;

- vi. Old business from previous meetings or from previous day treatment experiences; and
- vii. Debriefing or wrap-up.

f. Weekly Schedule

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

g. Excluded Activities

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

h. Contact With Significant Support Persons

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

i. Crisis Response

The Day Treatment Rehabilitative Services program must have an established protocol for responding to clients experiencing a mental health crisis. This must assure availability of appropriately trained staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis

intervention, crisis stabilization, or other specialty mental health services necessary to address the client's urgent or emergency psychiatric condition. If clients will be referred to services outside the program, the program staff must have the capacity to handle the crisis until the client is linked to outside crisis services.

j. Authorization Requests

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

- i. Contractor must request prior authorization for payment from County using the Authorization Form or a similar form approved by County, and clinical documentation that establishes the need for the service.
- ii. Contractor must provide an additional prior authorization for services that exceed five (5) days per week.
- iii. Contractor must request authorization for the continuation of services at least every six (6) months or more frequently, if requested by County.
- iv. Contractor must request prior authorization for the provision of counseling and other similar intervention services beyond those provided in the Rehabilitative Day Treatment Services. These services may not be provided to a Rehabilitative Day Treatment Services client during the Rehabilitative Day Treatment Services program hours, even if such service is authorized. (Excluded from this authorization are services to treat emergency and urgent conditions, and Therapeutic Behavioral Services that are provided on the same day as Day Treatment Rehabilitative

Services.) Reauthorization of these services must occur on the reauthorization schedule determined by the BHRS Deputy Director of Child and Youth Services or designee and no later than on the same cycle as reauthorization for Day Treatment Rehabilitative Services.

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

k. Authorization Decisions

- i. For authorization decisions other than the expedited decisions described below in Paragraph I.A.3.k.ii. of this Exhibit A, County shall provide notice as expeditiously as the client's mental health condition requires and within fourteen (14) calendar days following receipt of the request for service, with a possible extension of up to fourteen (14) additional calendar days, if the client or Contractor requests an extension; or if County identifies a need for additional information.
- ii. In cases in which Contractor or County determines that following the standard timeframe could seriously jeopardize the client's life or health or ability to attain, maintain, or regain maximum function, the County will make an expedited authorization decision and provide notice as expeditiously as the client's mental health condition requires and no later than three (3) working days after receipt of the request for authorization. The County may extend the three (3) working day time period by up to fourteen (14) calendar days if the client requests an extension, or if the County identifies a need for additional information.
- iii. The County shall notify the Contractor of any decision to deny an authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. County's notice to Contractor need not be in writing.

I. Documentation

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

i. Client treatment plans will:

- 1) Be provided to the BHRS Deputy Director of Child and Youth Services or designee within thirty (30) days of admission to the program if client is already opened to BHRS. If client has no current opening in BHRS, then treatment plan is due within sixty (60) days of admission to the program.
- 2) Be updated at least annually and are due to the BHRS Deputy Director of Child and Youth Services or designee during the calendar month prior to the anniversary date or on the anniversary date of the client's entry into the County system;
- 3) Have specific observable and/or specific quantifiable goals;
- 4) Identify the proposed type(s) of intervention;
- 5) Have a proposed duration of intervention(s); and
- 6) Be signed (or electronic equivalent) by:
 - a) The person providing the service(s),
 - b) A person representing a team or program providing services, or
 - c) When the client plan is used to establish that services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category, by a:
 - i) Physician,
 - ii) Licensed/registered/waivered psychologist,
 - iii) Licensed/registered/waivered social worker,

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

Day Treatment Rehabilitative Services require weekly summaries, written or co-signed (or the electronic equivalent) by a person providing the service. The signature shall include the person's professional degree, licensure, or job title. The weekly summary shall include the dates that services were provided. There is no requirement for daily progress notes.
- m. Staffing
 - i. Staff Qualifications: Commensurate with scope of practice, Day Treatment Rehabilitative Services may be provided by any of the following staff:
 - 1) Licensed Physician,
 - 2) Licensed/Waivered Clinical Psychologist,
 - 3) Licensed/Registered Clinical Social Worker,
 - 4) Licensed/Registered Marriage, Family and Child Counselor,
 - 5) Registered Nurse,
 - 6) Licensed Vocational Nurse,
 - 7) Licensed Psychiatric Technician, or
 - 8) Mental Health Rehabilitation Specialist. A Mental Health Rehabilitation Specialist is an individual who has a baccalaureate degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment, or vocational adjustment. Up to two (2) years of graduate professional education may be substituted for the experience requirement on a year-for-year basis; up to two (2) years of post associate arts clinical experience may be substituted for the required educational experience in addition to the requirement of four years of experience in a mental health setting.

- ii. At a minimum there must be an average ratio of at least one (1) professional staff member from the list in Paragraph I.A.3.m.i. of this Exhibit A to ten (10) individuals in attendance during the period the program is open. In Day Treatment Rehabilitative Services programs serving more than twelve (12) clients there shall be at least two (2) persons from the staffing groups listed in Paragraph I.A.3.m.i. of this Exhibit A. At least one such staff person must be present and available to the group in the therapeutic milieu in all hours of operation. Other staff may be utilized according to program need, but shall not be included as part of the above ratio. A clear audit trail shall be maintained for staff members who function as both Day Treatment Rehabilitative Services staff and in other capacities.

4. Medication Support Services

- a. The Medication Support Services described in this Paragraph I.A.4. shall only apply to clients receiving Day Treatment (Rehabilitative or Intensive) Services.
- b. Contractor shall provide Medication Support Services by a licensed psychiatrist up to twice per month for each client pre-authorized for Medication Support Services by the BHRS Deputy Director of Child and Youth Services or designee and to the extent medically necessary. Additional Medication Support Services shall be provided, if medically necessary, when pre-authorized by the BHRS Deputy Director of Child and Youth Services or designee.
- c. Reauthorization shall be on the same cycle required for continuation of the concurrent Day Treatment Services.
- d. Medication Support Services include
 - i. Prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness;
 - ii. Evaluation of the need for medication, prescribing and/or dispensing;

- iii. Evaluation of clinical effectiveness and side effects of medication;
- iv. Obtaining informed consent for medication(s); and
- v. Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons).

5. Mental Health Services

- a. The Mental Health Services described in this Paragraph I.A.5. shall only apply to clients receiving Day Treatment (Rehabilitative or Intensive) Services.
- b. Contractor shall provide Mental Health Services for each client pre-authorized for Mental Health Services by the BHRS Deputy Director of Child and Youth Services or designee and to the extent medically necessary.
- c. Reauthorization shall be on the same cycle required for continuation of the concurrent Day Treatment Services.
- d. Mental Health Services include:
 - i. Therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments; and
 - ii. Therapeutic interventions consistent with the client's goals of learning, development, independent living and enhanced self-sufficiency that are designed to reduce mental disability and/or facilitate improvement or maintenance of functioning.
- e. Therapy services provided in conjunction with Day Treatment Services (Rehabilitative and Intensive) shall generally focus on family therapy.

6. Crisis Intervention Services

- a. The Crisis Intervention Services described in this Paragraph I.A.6. shall only apply to clients receiving Day Treatment (Rehabilitative or Intensive) Services.
- b. Contractor shall provide Crisis Intervention if medically necessary.

- c. Crisis Intervention is a service, lasting less than twenty-four (24) hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Crisis Intervention as described in this Paragraph I.A.6. is a separate service from crisis intervention service which is an expected part of Day Treatment Services (Rehabilitative and Intensive) as set forth in Paragraphs I.A.2.i. and I.A.3.i. of this Exhibit A.
- d. To be considered for payment Crisis Intervention must be:
 - i. Retroactively authorized by the BHRS Deputy Director of Child and Youth Services or designee, and
 - ii. Provided during non-Day Treatment (Rehabilitative and/or Intensive) hours only.

B. Outpatient Mental Health Services

The Outpatient Mental Health Services described in this Paragraph I.B. (“Outpatient Mental Health Services”) shall not apply to clients receiving Day Treatment (Rehabilitative or Intensive) Services or Child and Family Treatment Program Services.

1. Medication Support Services

- a. Contractor shall provide Medication Support Services by a licensed psychiatrist for each client pre-authorized for Medication Support Services by the BHRS Deputy Director of Child and Youth Services or designee and to the extent medically necessary.
- b. Medication Support Services include:
 - i. Prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness;
 - ii. Evaluation of the need for medication, prescribing and/or dispensing;
 - iii. Evaluation of clinical effectiveness and side effects of medication;

- iv. Obtaining informed consent for medication(s); and
- v. Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons).

2. Mental Health Services

Contractor shall provide Mental Health Services for each client pre-authorized for Mental Health Services by the BHRD Deputy Director of Child and Youth Services or designee, and to the extent medically necessary. Mental Health Services include:

- a. Individual Therapy: Individual Therapy are those therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual but may include family or significant support persons when the individual is present, but the focus of work is on the client and not on the family system.
- b. Group Therapy: Group Therapy are those therapeutic interventions for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include group family therapy when families of two or more clients are present, and the client is not present.
- c. Collateral Services: Collateral Services consists of contact with one or more family members and/or significant support persons (when the client is not present) which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s).
- d. Family Therapy: Family Therapy consists of contact with the client and one or more family members and/or significant support persons. Services shall focus on the care and management of the client's mental health conditions within the family system.

- e. Rehabilitation Services: Rehabilitative Services may include any or all of the following: 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.
 - f. Plan Development: Plan Development may consist of the following:
 - i. When staff develop Client Plans (as such term is described in Paragraph I.E.10. 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.
 - ii. When staff meet to discuss the client's clinical response to the Client Plan or to consider alternative interventions.
 - iii. 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.
 - g. Assessment: Assessment consists of the annual assessment required by County to reassess a client for eligibility for mental health treatment.
 - h. Initial Assessment: Initial assessment services. This includes clinical analysis of the history and current status of the client/enrollee's mental, emotional or behavioral condition.
3. Crisis Intervention
- a. Contractor shall provide Crisis Intervention if medically necessary.

- b. Crisis Intervention is a service, lasting less than twenty-four (24) hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Crisis Intervention is a separate service from crisis intervention service which is an expected part of Day Treatment Services (Intensive and Rehabilitative) as set forth in Paragraphs I.A.2.i. and I.A.3.i. of this Exhibit A.
 - c. To be considered for payment Crisis Intervention must be:
 - i. Retroactively authorized by the BHRS Deputy Director of Child and Youth Services or designee, and
 - ii. Provided during non-Day Treatment (Rehabilitative and/or Intensive) hours only.
4. The monthly invoice for Crisis Intervention must be supported by clinical documentation to be considered for payment. Crisis Intervention is reimbursed by minutes of service.

C. Targeted Case Management

Targeted 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:

- 1. Linkage and Coordination - the identification and pursuit of resources including, but not limited to, the following:
 - a. Inter- and intra-agency communication, coordination, and referral, including reports to CPS.
 - b. Monitoring service delivery to ensure an individual's access to service and the service delivery system.
 - c. Linkage, brokerage services focused on transportation, housing, or finances.
- 2. 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:
 - a. Locating and securing an appropriate living environment.

- b. Locating and securing funding.
 - c. Pre-placement visit(s).
 - d. Negotiation of housing or placement contracts.
 - e. Placement and placement follow-up.
 - f. Accessing services necessary to secure placement.
3. Crisis Intervention
- a. Crisis Intervention is a service, lasting less than twenty-four (24) hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit.
 - b. Contractor shall provide Crisis Intervention if medically necessary.
 - c. To be considered for payment Crisis Intervention must be retroactively authorized by the BHRS Deputy Director of Child and Youth Services or designee.

4. *Authorization Requests*

The Deputy Director of Child and Youth Services or designee will authorize all payment for Outpatient Mental Health Services. Authorization will be based at a minimum on medical and service necessity criteria in State Medi-Cal guidelines and regulations. In order to be reimbursed Contractor must meet the following authorization requirements:

- a. Contractor must request prior authorization for payment from County using the Authorization Form or a similar form approved by County, and clinical documentation that establishes the need for Outpatient Mental Health Services.
- b. Contractor must provide an additional prior authorization for Outpatient Mental Health Services that exceed five (5) days per week.

- c. Contractor must request authorization for the continuation of Outpatient Mental Health Services at least every six (6) months or more frequently, if requested by County.
 - d. Authorization must specify the number of days per week as well as the length of time Outpatient Mental Health Services will be provided.
5. Authorization Decisions
- a. For authorization decisions other than the expedited decisions described below in Paragraph I.C.5.b. of this Exhibit A, County shall provide notice as expeditiously as the client's mental health condition requires and within fourteen (14) calendar days following receipt of the request for Outpatient Mental Health Services, with a possible extension of up to fourteen (14) additional calendar days, if the client or Contractor requests an extension; or if County identifies a need for additional information.
 - b. In cases in which Contractor or County determines that following the standard timeframe could seriously jeopardize the client's life or health or ability to attain, maintain, or regain maximum function, the County will make an expedited authorization decision and provide notice as expeditiously as the client's mental health condition requires and no later than three (3) working days after receipt of the request for authorization. The County may extend the three (3) working day time period by up to fourteen (14) calendar days if the client requests an extension, or if the County identifies a need for additional information.
 - c. The County shall notify the Contractor of any decision to deny an authorization request or to authorize Outpatient Mental Health Services in an amount, duration, or scope that is less than requested.

6. Documentation

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

- a. Client treatment plans will:
 - i. Be provided to the BHRS Deputy Director of Child and Youth Services or designee within thirty (30) days of being admitted for Outpatient Mental Health Services if client is already opened to BHRS. If client has no current opening in BHRS, then treatment plan is due within sixty (60) days of admission to the program.
 - ii. Be updated at least annually and are due to the BHRS Deputy Director of Child and Youth Services or designee during the calendar month prior to the anniversary date or on the anniversary date of the client's entry into the County system;
 - iii. Have specific observable and/or specific quantifiable goals;
 - iv. Identify the proposed type(s) of intervention;
 - v. Have a proposed duration of intervention(s); and
 - vi. Be signed (or electronic equivalent) by:
 - 1) The person providing the Outpatient Mental Health Services, or
 - 2) A person representing a team or program providing Outpatient Mental Health Services, or
 - 3) When the client plan is used to establish that Outpatient Mental Health Services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category, by a:
 - a) Physician,
 - b) Licensed/registered/waivered psychologist,
 - c) Licensed/registered/waivered social worker,
 - d) Licensed/registered/waivered MFT, or
 - e) Registered nurse who is either staff to the program or the person directing the Outpatient Mental Health Services.

- b. Client Progress Notes
Daily progress notes on activities which must be signed (or electronic equivalent) by a:
 - i. Physician,
 - ii. Licensed/registered/waivered psychologist,
 - iii. Clinical social worker,
 - iv. MFT, or
 - v. Registered nurse who is either staff to the program or the person directing the Outpatient Mental Health Services.

D. Mental Health Plan: Mental Health Services (Authorized by MHP)

San Mateo County MHP Community-Based Provider Manual, Client Problem Resolution Procedure Manual, and Provider Complaint and Appeal Procedure are included by reference.

1. Contractor shall provide mental health services under the San Mateo County Mental Health Plan (“MHP”) to San Mateo County Medi-Cal beneficiaries, who are Medi-Cal eligible at the time of referral and authorization; clients who are covered by the Healthy Families Program (a state insurance program for low income children); clients who are covered by the Healthy Kids Program; and clients known to be indigent for whom the MHP has assumed responsibility. Service will be provided to youth and their families who are involved with the Kinship Support Network of San Mateo. These youth live with their relatives and caregivers in San Mateo County. Services may also be provided to San Mateo County dependents who are placed with relatives in San Francisco County.
2. These services shall be provided in a manner prescribed by the laws of California and in accord with all other 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 Contract.
3. Services must be pre-authorized by the MHP.
4. Services shall be available in English and Spanish.
5. All services shall be provided by licensed, waivered or registered mental health staff.

6. Treatment specialties include the following:
 - a. Family Treatment
 - b. Community Clinic
 - c. Cognitive Behavioral Therapy (“CBT”)
 7. Services shall include the following:
 - a. Assessment Services
 - b. Treatment Services:
 - i. Brief Individual, family, and group therapy
 - ii. Collateral services, including contact with family and other service providers
 - iii. Medication assessment services
 - iv. Medication treatment services
- E. Child and Family Treatment Collaborative services
1. Contractor shall provide Child and Family Treatment Collaborative (“Collaborative”) services.
 2. San Mateo Child and Family Treatment Collaborative
 - a. Contractor, Youth and Family Enrichment Services (“YFES”), 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 (“Collaborative”) in the provision of Program services.
 - b. County acknowledges and agrees that Contractor shall subcontract with UCSF for the provision of Program Services as described in paragraph I.E.3.c. of this Exhibit A.
 - c. Notwithstanding anything to the contrary, Contractor shall ensure that Subcontractor satisfies all the terms of this Agreement to the same degree to which Contractor is obligated.

3. Collaborative Roles and Responsibilities
 - a. Contractor shall act as lead agency and provide intake and assessment services, and clinical services.
 - b. YFES shall provide mental health clinicians. These services shall be provided through a separate agreement between County and YFES.
 - c. UCSF shall provide eight (8) hours per week (.20 FTE) of psychiatrist and/or psychiatric resident (second year Child Fellow) time to conduct psychiatric assessments for Children/Youth (as "Children/Youth" is defined in Paragraph I.E.5.b. of this Exhibit A) referred by the intake and assessment manager.

4. Collaboration between Contractor, San Mateo County Children and Family Services Division (Child Welfare), BHRS, and San Mateo County Juvenile Court
 - a. Contractor 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").
 - b. Children and Family Services will inform Contractor as to which Children and Family Services social worker is assigned to a particular case (the "Social Worker").
 - c. 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/Youth" is defined in Paragraph I.E.5.b. of this Exhibit A) is determined to be at risk for abuse, neglect or molestation (as such risk is described in Paragraph I.E.9. of this Exhibit A), then Children and Family Services agrees that such risk shall be noted in the Social Worker transfer summary.

5. Collaborative Program Services
 - a. Contractor shall provide approximately THREE HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED TEN (324,310) minutes of Program services.

- b. Services shall be provided to children or youth who:
 - i. are or have been abused, molested and/or neglected,
 - ii. are ages six (6) through seventeen (17), and
 - iii. 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".

- c. 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.
- d. The primary focus of the Program will be outpatient treatment services based upon evidence of their effectiveness with the populations receiving Program services.
- e. The Medication Support Services, Mental Health Services, Crisis Intervention Services, and Targeted Case Management described in this Paragraph I.E.5.e. shall only apply to clients receiving Program services, shall be provided to Children/Youths and Families based upon medical necessity. Such services shall include:

i. Medication Support Services

- 1) Contractor shall provide Medication Support Services by a psychiatrist.
- 2) Medication Support Services ("Medication Support Services") shall include:
 - a) Prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness;
 - b) Evaluation of the need for medication, prescribing and/or dispensing;
 - c) Evaluation of clinical effectiveness and side effects of medication;
 - d) Obtaining informed consent for medication(s); and

- e) Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons).
- ii. Mental Health Services
- Contractor shall provide Mental Health Services. Mental Health Services (“Mental Health Services”) shall include:
- 1) Initial assessment services. This includes clinical analysis of the history and current status of the client/enrollee’s mental, emotional or behavioral condition.
 - 2) Annual assessment: This consists solely of the annual assessment required by County to reassess a client for eligibility for mental health treatment.
 - 3) Individual Therapy: Individual Therapy are those therapeutic interventions consistent with the client’s goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual but may include family or significant support persons when the individual is present, but the focus of work is on the client and not on the family system.
 - 4) Group Therapy: Group Therapy are those therapeutic interventions for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include group family therapy when families of two or more clients are present, and the client is not present.

- 5) Collateral Services: Collateral Services consists of contact with one or more family members and/or significant support persons (when the client is not present) which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s).
- 6) 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.
- 7) 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.
- 8) Plan Development: Plan Development may consist of the following:
 - a) When staff develop Client Plans (as such term is described in Paragraph I.E.10. 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.

- b) When staff meet to discuss the client's clinical response to the Client Plan or to consider alternative interventions.
 - c) 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.
- iii. Crisis Intervention
 - 1) 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.
 - 2) Contractor shall provide Crisis Intervention if medically necessary.
- iv. Targeted Case Management

Targeted 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:

 - 1) Linkage and Coordination - the identification and pursuit of resources including, but not limited to, the following:
 - a) Inter- and intra-agency communication, coordination, and referral, including reports to CPS.
 - b) Monitoring service delivery to ensure an individual's access to service and the service delivery system.
 - c) Linkage, brokerage services focused on transportation, housing, or finances.

- 2) 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:
 - a) Locating and securing an appropriate living environment.
 - b) Locating and securing funding.
 - c) Pre-placement visit(s).
 - d) Negotiation of housing or placement contracts.
 - e) Placement and placement follow-up.
 - f) Accessing services necessary to secure placement.

6. Juvenile Court Assessments, Reports and/or Testimony

- a. Contractor shall respond to Juvenile Court's requests for written assessments, reports and/or court testimony on Children/Youths' progress in the Program. Written assessments and reports regarding Children/Youths' progress shall include all information requested by Juvenile Court.
- b. 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.
- c. Contractor's staff will be readily available to provide court testimony upon request by Juvenile Court and/or County Counsel.
- d. Contractor shall adequately train staff to provide court testimony.

7. Access to Program Services

- a. Contractor shall have the capacity to provide Program services at five (5) locations in San Mateo County: Daly City, South San Francisco, San Mateo, Redwood City and San Carlos.

- b. Although services will be primarily provided in the cities listed in Paragraph 7.a., services will be available on a county-wide basis to youth and families referred to the Collaborative.
 - c. Each Program service location shall be easily accessible via public transportation to the majority of Children/Youths and Families.
8. Referrals, Service Timeline and Discharge Process
- a. All referrals to the Program shall be made directly by Children and Family Services (“Referral” or “Referrals”).
 - b. 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.
 - c. Contractor shall provide Program services according to the following timeline:
 - i. Contractor will contact the Family within two (2) working days of receipt of the Referral (the “Initial Contact”).
 - ii. The Family’s first (1st) appointment (for the assessment) shall be offered to take place with Contractor within five (5) working days of the Initial Contact (the “First Appointment”).
 - iii. Within ten (10) days of the first appointment, Contractor shall complete the written assessment of the Family and Child/Youth and shall mail a copy of such assessment to the Social Worker.
 - iv. 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.
 - d. For court ordered cases 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.

- e. Discharge plans will be completed collaboratively between the Child/Youth, the Family, Contractor, and the Social Worker.
- f. When the Contractor determines that a case can be closed, he/she will notify the Social Worker prior to the closing date.

9. Risk Assessment

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:

- e. Immediately notify by telephone the Social Worker and the Social Worker's supervisor of such risk determination. If neither is available by phone, ask for the on-duty social worker or call the Child and Family Services 24-hour hotline to report the risk.
- f. If the risk meets the level of a mandated child abuse report the clinician shall call the Child and Family Services 24-hour hotline and file a report in accordance with child abuse reporting laws and Child and Family Services protocols.
- g. If there is concern regarding ongoing risk factors a meeting between staff and supervisors of the contract agency and Child and Family Services shall be called so that concerns of all parties may be addressed.

10. Client Treatment Plans

Client treatment plans will:

- a. Be provided to the BHRS Deputy Director of Child and Youth Services or designee within thirty (30) days of the Referral if client is already opened to BHRS. If client has no current opening in BHRS, then treatment plan is due within sixty (60) days of admission to the program.
- b. Be updated at least annually and are due to the BHRS Deputy Director of Child and Youth Services or designee during the calendar month prior to the anniversary date or on the anniversary date of the client's entry into the County system;
- c. Have specific observable and/or specific quantifiable goals;
- d. Identify the proposed type(s) of intervention;
- e. Have a proposed duration of intervention(s); and
- f. Be in compliance with BHRS Quality Improvement policies and procedures.

11. Staffing

Contractor shall ensure that all Program services:

- a. Shall be provided by licensed, waived or registered mental health professionals;
- b. Shall be provided by staff experienced in the provision of therapy services to emotionally disturbed children/youth and their families;
- c. Shall be provided by staff experienced in the provision of therapy services to parents/caregivers who may have mental health issues which require intervention;
- d. Shall be provided by staff capable of working with a culturally diverse population; and
- e. May be provided by graduate school trainees as co-therapists of group or family therapy, provided that such trainees are supervised by licensed professionals.

F. Additional Staffing

Contractor shall provide the following additional staff:

1. Part-time (.23FTE) Quality Assurance Specialist.
2. Part-time (.08 FTE) per diem clinicians.
3. Part-time (.09 FTE) Training Coordinator.

G. Single Case Agreement for one child to be placed in the residential program for Day Treatment Intensive Services (Full-day), described in I.A.2, Medication Support Services described in I.A.4 and, Mental Health Services described in I.A.5

I. Administrative Requirements (for all service components)

A. Paragraph 13 (“Retention of Records”) of the Agreement and Paragraph U.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 BHRS, including outcomes and satisfaction measurement instruments.

C. Cultural Competency

1. All program staff shall receive at least one (1) in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training.
3. Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor’s health-related materials in English and as translated.

3. Contractor shall use good faith efforts to hire clinical staff members who can communicate with clients in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.
- D. Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Deputy Director of Child and Youth Services within 10 business days of Contractor's receipt of any such licensing report.
 - E. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement. Documentation shall be completed in compliance with the BHRS 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/references.asp> - [Suspended & Ineligible Provider List.](#)

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 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.

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. Contractor shall participate in all activities assigned by BHRS Quality Improvement.

P. 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.

R. Developmental Assets

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

III. GOALS AND OBJECTIVES

A. Day Treatment Services

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

Objective: 1: At least 95% of children served will be maintained in their current or reduced level of placement during their course of treatment.

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

Data to be collected by Contractor.

B. 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 during their course of treatment.

Data to be collected by Contractor.

C. Child and Family Treatment Program

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 to 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.

Data to be collected by Contractor.

D. Satisfaction – All Programs

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

Objective: 1: At least ninety percent (90%) of respondents will agree or strongly agree that they are satisfied with serviced received.

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

Data to be collected by County.

Edgewood Center for Children and Families
Exhibit "B" – Payments and Rates
2010-11

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

I. Payments

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

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

1. For full-day Day Treatment Intensive Services described in Paragraphs I.A.1 and I.A.2. of Exhibit A, Contractor shall be paid at the rate of TWO HUNDRED TWO DOLLARS AND FORTY-THREE CENTS (\$202.43) per day. County shall pay such rate less any third-party payments as set forth in Paragraph I.H. of this Exhibit B.
2. For full-day Day Treatment Rehabilitative Services described in Paragraphs I.A.1. and I.A.3. of Exhibit A, Contractor shall be paid at the rate of ONE HUNDRED THIRTY-FOUR DOLLARS AND TWENTY-FOUR CENTS (\$134.24) per day. County shall pay such rate less any third-party payments as set forth in Paragraph I.H. of this Exhibit B.
3. For Day Treatment (Intensive/Rehabilitative) Services payment shall be made on a monthly basis upon County's receipt of the following:
 - a. All required documentation adhering to Medi-Cal guidelines, and the terms of this Agreement;
 - b. Documentation for each day of service; and
 - c. Documentation relating to each appropriate authorization.
4. Day Treatment Services are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

B. Medication Support Services, Mental Health Services, Crisis Intervention, and Targeted Case Management

1. For Medication Support Services described in Paragraphs I.A.4., I.B.1. and I.E.5.e.i. of Exhibit A, County shall pay Contractor at the rate of FOUR DOLLARS AND EIGHTY-TWO CENTS (\$4.82) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.H. of this Exhibit B.

2. For Mental Health Services described in Paragraphs I.A.5., I.B.2. and I.E.5.e.ii. of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND SIXTY-ONE CENTS (\$2.61) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.H. of this Exhibit B.
3. For Crisis Intervention Service described in Paragraphs I.A.6., I.B.3., and I.E.5.e.iii. of Exhibit A, County shall pay Contractor at the rate of THREE DOLLARS AND EIGHTY-EIGHT CENTS (\$3.88) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.H. of this Exhibit B.
4. For Targeted Case Management Services described in Paragraph I.E.5.e.iv. of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND TWO CENTS (\$2.02) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.H. of this Exhibit B.
5. For Medication Support Services, Mental Health Services, Crisis Intervention and Targeted Case Management Services payment shall be made on a monthly basis upon County's receipt of the following:
 - a. All required documentation adhering to Medi-Cal guidelines; and
 - b. Documentation relating to each appropriate authorization.
6. The monthly invoice for Medication Support Services, Mental Health Services and Crisis Intervention Services must be supported by clinical documentation to be considered for payment. Except for Child and Family Treatment Program Services, Contractor shall provide such supportive clinical documentation for each minute of service with the monthly invoice. For Child and Family Treatment Program Services, Contractor shall provide supportive clinical documentation for Crisis Intervention services with the monthly invoice, and for Medication Support Services and Mental Health Services upon request.
7. Medication Support Services, Mental Health Services and Crisis Intervention Services shall be reimbursed by minutes of service.

8. Medication Support Services are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

C. Child and Family Treatment Collaborative Services Maximum and Revenue Projection

1. The maximum obligation of the County for payment for Child and Family Treatment Collaborative services as described in Paragraph I.E. of Exhibit A shall not exceed EIGHT HUNDRED FORTY-SIX THOUSAND TWO HUNDRED FIFTY-SIX DOLLARS (\$846,256). The maximum obligation includes expected revenues to be generated by third-party billings for Contractor's services under this Agreement of FOUR HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED EIGHTY-ONE DOLLARS (\$499,881) ("Revenue Component").
2. These services shall be reported to County through the Monthly Reporting process as described in paragraph I.P. of this Exhibit B.
3. In the event that the revenues collected for Contractor's services for the term of this Agreement are less than \$499,881 (Revenue Component) based on information available in November 2010, Contractor and County will implement strategies to match program costs to revenues.

D. Mental Health Plan

1. For the Mental Health Plan services described in Paragraph I.D. of Exhibit A, the maximum amount County shall be obligated to pay shall not exceed FIFTY THOUSAND DOLLARS (\$50,000) for the period July 1, 2010 through June 30, 2011.
2. The following rates shall apply to Mental Health Plan services:
 - 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	<u>2010-11</u>
A8100 Assessment (per case)	\$124.00

b. Treatment Services (non-MD)

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

Service Type	<u>2010-11</u>
90806 Individual Therapy (per session)	\$88.00
90853 Group Therapy (per person, per session)	\$29.00
90847 Family Therapy (per hour; includes all members)	\$90.00
90887 Collateral (per session)	\$59.00
X8255 Clinical Consultation (telephone, 15 minutes)	\$12.00

c. Medication Assessment (MD)

A medication assessment shall consist of at least one (1) face-to-face visit conducted by a licensed physician (psychiatrist).

Service Type	<u>2010-11</u>
A8200 Medication Assessment (per case)	\$140.00

d. Medication Management (MD): Medication management shall consist of at least one (1) face-to-face visit conducted by a licensed physician (psychiatrist).

Service Type	<u>2010-11</u>
90862 Medication Management (per session)	\$62.40

3. Medi-Cal cases seen under this contract are to be reimbursed by BHS. No other revenue sources may be collected for Medi-Cal clients. Under no circumstances may Medi-Cal eligible clients be charged for services provided. Under no circumstances may Medi-Cal clients be charged for missed appointments.

E. For staffing as described in Paragraph I.F. of Exhibit A Contractor shall be paid for actual salary and benefits costs of up to TWENTY-EIGHT THOUSAND DOLLARS (\$28,000).

F. Single Case Agreement

1. For Single Case Agreement as described in Paragraph I.G. of Exhibit A County shall pay Contractor at the rate of TWO HUNDRED THIRTY-TWO DOLLARS (\$227.00) per day up to EIGHTY TWO THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS (\$82,855)

2. These services shall be reported to County through the Monthly Reporting process as described in paragraph I.P. of this Exhibit B detailing and documenting all authorized clinical services provided.

G. In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed ONE MILLION ONE HUNDRED THOUSAND ONE HUNDRED AND THIRTY-TWO DOLLARS (\$1,100,132).

H. 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.

I. 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. Within ten (10) days of the end of each month, 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 services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R. of this Exhibit B. 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, through the Cost Report reconciliation.
- b. Contractor shall provide a copy of each 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 within ten (10) days of the end of the first month of the Agreement.

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 amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R. of this Exhibit B. 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 through the Cost Report reconciliation.

- 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 within ten (10) days of the end of the first month of the Agreement.

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

- K. 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.

- L. The Chief of the Health System or 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.

- M. County shall pay for services that have been documented in the medical record maintained by Contractor and which meet documentation requirements of the Medi-Cal program.

- N. Payments made to Contractor under the terms of this Agreement may be used for Program staff salaries, Program operations, and other direct expenses essential to the Program. No funds paid by County through this Agreement shall be spent for fundraising.

- O. In the event this Agreement is terminated prior to June 30, 2011, the Contractor shall be paid for services already provided pursuant to this Agreement.

P. 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 (Ex: day, minute, etc).
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.

Q. 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 ("Term and Termination") of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

R. 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.

S. Cost Report

Contractor shall submit to County year-end cost reports no later than ninety (90) days after the end of each applicable fiscal year (June 30th). These reports shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. These

Cost Reports shall include accountings for all services provided through the agreement for the applicable period, separate accountings for Child and Family Treatment Administration Services and for Child and Family Treatment Quality Assurance/Quality Improvement services, and separate accountings for services provided by subcontractors. Contractor shall have its books of accounts audited annually by a Certified Public Accountant and a copy of said audit reports shall be submitted along with the Cost Reports.

T. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

U. County May Withhold Payment

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of BHRS.

V. 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 _____, 20__

Signed _____ Title _____

Agency _____”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.

- f. For each beneficiary with Day Treatment, and/or Mental Health Services included in the claim, all requirements for Day Treatment, and/or Mental Health Services Contractor payment authorization for 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.