

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF
SAN MATEO AND
JEWISH FAMILY AND CHILDREN SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Jewish Family and Children Services hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, on September 14, 2010, the parties hereto under Agreement 61000-10-C102 entered into and Agreement, (the "Original Agreement") for the furnishing of providing mental health services for the maximum amount of \$99,500 by Contractor to County as set forth in that Agreement; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Original Agreement for the first time to add Early Childhood Mental Health services increasing the maximum obligation by \$105,981 for a maximum obligation of \$205,481, with no change to the Agreement term.

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

1. Paragraph 3. Payments is hereby deleted and replaced with the Paragraph 3. Payments below:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A-1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B-1." 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 TWO HUNDRED FIVE THOUSAND FOUR HUNDRED EIGHTY ONE DOLLARS (\$205,481).

2. Paragraph 2. Contract Term is hereby deleted and replaced with Paragraph

4. Term and Termination below:

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.

3. Paragraph 5. Workers' Compensation Insurance is hereby deleted.
4. Paragraph 6. Insurance is hereby deleted and replaced with the Paragraph 9. Insurance below:

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

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

(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.

5. Paragraph 7. Hold Harmless is hereby deleted and replaced with the Paragraph 7. Hold Harmless below:

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 hereunder, 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.

6. Paragraph 11. Payments of Permits/Licenses is hereby deleted and replaced with the Paragraph 10. Compliance with Laws; Payment of Permits/Licenses below:

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 there under, 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.

7. Paragraph 12. Non-Discrimination is hereby deleted and replaced with the Paragraph 11. Non-Discrimination below:

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

- 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 termination of this Agreement; disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; liquidated damages of \$2,500 per violation; imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.
- E. 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.
- F. 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.

G. *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.

H. 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.

8. Paragraph 14. Retention of Records is hereby deleted and replaced with the Paragraph 13. Retention of Records below:

(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.

9. Paragraph 5. Availability of Funds below is hereby added:

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.

10. Paragraph 12. Compliance with Contractor Employee Jury Service Ordinance below is hereby added:

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.

11. Paragraph 16. Notices below is hereby added:

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 Division
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

12. Exhibit A is hereby deleted and replaced with Exhibit A-1.
Exhibit B is hereby deleted and replaced with Exhibit B-1.

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Jewish Family and Children Services

Contractor's Signature

Date: _____

EXHIBIT "A-1"

In consideration of the payments set forth in Exhibit "B1", Contractor shall provide the following services:

I. PROGRAM SERVICES

DESCRIPTION OF SERVICES

In full consideration of the payments herein described in Exhibit "B1", Payments, of this Agreement Contractor shall provide the service described below in a manner consistent with the terms and provisions of this Agreement. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. All payments under this Contract must directly support services specified in this Contract. The San Mateo County Mental Health Services Documentation Manual ("County Documentation Manual") is included herein by reference. To the extent that there is inconsistency between a provision in the County Documentation Manual and this Agreement, the provisions in the County Documentation Manual shall prevail. Contractor shall provide the following services:

A. Mental Health Services (Authorized by the Mental Health Plan (MHP))

1. All clients shall be authorized for services by the ACCESS Team of San Mateo County Behavioral Health and Recovery Services (BHRS). Separate authorizations shall be required for assessment and ongoing treatment services.
2. After a clinical assessment is completed, Contractor shall notify the ACCESS Team within five (5) working days of completion of assessment with result of the assessment. If the results include a recommendation that Contractor provide further treatment, additional authorization must be obtained.
3. Services shall include the following:
 - a. Assessment Services
 - b. Treatment Services
 - 1) Brief individual, family, and group therapy services
 - 2) Collateral services, including contact with family and other service providers

- c. Medication Services:
 - 1) Medication assessment services
 - i. Medication management services
 - ii. Medication group services
- 4. Treatment specialties include the following:
 - a. Family Treatment
 - b. Community Clinic
 - c. Cognitive Behavioral Therapy
 - d. Early Childhood Mental Health

B. Psychological Assessment and Evaluation

1. Contractor shall provide psychological assessment and evaluation and other specified services (“Psychological Assessment and Evaluation Services”) for clients (infants and young children from birth to five years of age) of BHRS who have been referred to the County’s Partners for Safe and Healthy Children (PSHC) program, as described below. Such services shall include:
 - a. Providing neurobehavioral assessments of children who have been neglected, abused or prenatally drug and/or alcohol-exposed.
 - b. Providing developmental strategies for high-risk infants and young children to parents.
 - c. Providing assessments of parent and child interactions (strengths and needs).
 - d. Providing parent education to help parents understand infant’s communicative behaviors and needs.
 - e. Working with parents to understand the emotional and developmental needs and behavioral expressions of infants, toddlers and pre-school children.
 - f. Working with parents to foster effective parenting skills and positive parent-child relationships.

- g. Providing consultation to clinicians, caretakers, child welfare workers and early childhood education staff regarding behavioral and developmental issues and needs.
 - h. Other related services as mutually agreed upon by Contractor and County.
2. Contractor shall designate an employee to provide the Psychological Assessment and Evaluation Services (“Contractor’s Employee”). Such employee shall:
- a. Be a licensed psychologist who is qualified, experienced and willing to provide the Psychological Assessment and Evaluation Services.
 - b. Maintain a caseload (assessments and on-going cases) based on referrals from PHSC.
 - c. Maintain a productivity level of at least seventy-five percent (75%) direct client contact.
 - d. Be able to conduct parent groups regarding early childhood development, behaviors and emotional needs.
 - e. Participate in BHRS Documentation Training, County Health Insurance Portability and Accountability Act (HIPAA) training, and any other training specified by the BHRS Quality Improvement Manager or designee. Such training shall be completed within the time frames specified by the BHRS Quality Improvement Manager or designee.

C. Early Childhood Community Team

1. The purpose of the Early Childhood Community Team (ECCT) is to support healthy social emotional development of young children on coast side community. The Team is comprised of a community outreach worker, an early childhood mental health consultant, and a licensed clinician.

ECCT will focus on the parent-child relationship as a vehicle to long-term healthy child development. With trauma-exposed individuals, these treatments incorporate a focus on trauma experienced by the parent, the child, or both. Sessions include the parent(s) and the child and can be conducted in the home. Individual parent or child sessions may be added as needed.

2. The key principles of Early Childhood Community Team

ECCT program for children will reflect, whenever possible, the core values of Wraparound. The core values of Wraparound that are applicable to the ECCT include:

- a. Families have a high level of decision-making power at every level of the process.
- b. Team members are persevering in their commitment to the child and family.
- c. Services and supports are individualized, build on strengths, and meet the needs of children and families across the life domains to promote success, safety, and permanency in home, school, and the community.
- d. The process is culturally competent, building on the unique values, preferences, and strengths of children, families, and their communities.
- e. Family is defined to mean relatives, caregivers, peers, friends, and significant others as determined by the individual client.

3. Service Model

- a. The ECCT will include a community outreach worker, an early childhood mental health consultant, and a licensed clinician, supported by a services assistant.
- b. Services should be linguistically and culturally competent and provided to a substantial degree by staff from the same ethnic groups as enrollees.
- c. The team(s) will be connected to the countywide Fatherhood Collaborative expanding resources in support of fathers and other types of parenting curricula used with diverse populations.
- d. The registered or licensed clinician will provide brief, focused services to families that are identified with a need by the community outreach worker, the early childhood mental health consultant or partners in the network of community services such as primary care providers. The clinician will screen for postpartum depression, facilitate appropriate service plans with primary care and/or mental health services, and provide individual and family therapy as indicated.
- e. The team will also work to improve the coordination among countywide agencies and local community based services in the selected community, building a local collaborative, to improve coordination.
- f. The community team will be using a combination of models, including

- g. The program will operate under policies and procedures that ensure:
 - i. Collaboration with all systems of care staff involved with the child/youth and family (e.g., Mental Health, Health Insurance, Child Welfare, Juvenile Justice, and/or Education).
 - ii. Coordination with client's primary care physician.
 - iii. There is support for parents when they have their own mental health or substance abuse needs. The program will facilitate access to services, interfacing with adult MH or AOD services when family members meet MH and/or AOD criteria or referring them to primary care or community resources.
- h. Program Services may consist of Mental Health Services, Case Management and Indirect Services. These services are described as follows:
 - i. Mental Health Services
 - Individual Therapy: Individual Therapy is those therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments.
 - Group Therapy: Group Therapy is 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.
 - 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.
 - ii. Case Management
 - Case Management Services are activities that are provided by Contractor's staff to access medical, educational, social, prevocational, vocational, rehabilitative, or other needed services

for eligible clients.

iii. Indirect Services

Indirect Services are those activities that pertain to ECCT program, but that are not Mental Health or Case Management services (i.e. introducing ECCT program to child care staff).

D. Clinical supervision of Contractor's Employee shall be provided jointly by Contractor and County. In addition, County shall provide supervision regarding County policies and procedures, and administrative review.

E. The San Mateo County BHRS 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.

1. Population to be served

- a. The team will serve young families with children aged birth to three years, as well as children in child care settings.
- b. The ECCT will outreach to Latino, or isolated farm worker families, or to a community experiencing a significant degree of interpersonal violence, which has significant impact in families and young children.

2. Evaluation

ECMH consultants will maintain provider's contact logs; list of referrals made to other sources; tracking sheets of activities; records of clinical cases opened; and other information about those who have received support from the ECCT.

Success will be tracked through the use of child-caregiver relationship assessment measures, including the Arnett Caregiver Interaction Scale; PQR (parent relationship questionnaire); Devereaux Early Childhood Assessment-Clinical (DECA-C) tool for individual cases; childcare staff and parent questionnaires; and review of individual treatment goals for consultation and/or Child-Parent Psychotherapy.

Tracking logs and use of tools will be part of the contractual responsibilities of the agency(ies) delivering services.

II. ADMINISTRATIVE REQUIREMENTS

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

B. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.

C. Cultural Competency

1. All program staff shall receive at least one (1) in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training;
 2. Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in English and as translated; and
 3. Contractor shall use good faith efforts to hire clinical staff members who can communicate with clients in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff
- D. Contractor shall submit a copy of any licensing report issued by a licensing agency to the BHRS Quality Improvement Manager within ten (10) business days of Contractor's receipt of any such licensing report.
- E. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the County Documentation Manual as defined in Paragraph I.B.5. of Exhibit
- 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 (a) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (b) 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 Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

N. Beneficiary Brochure and Provider Lists

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

O. Fingerprint Certification

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children, will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children who receive services through this agreement. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

III. GOALS AND OBJECTIVES

A. Mental Health Services (Authorized by the Mental Health Plan (MHP))

Goal 1: Contractor shall avoid more intensive levels of mental health

services for clients.

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

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

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

Data to be collected by County

B. Psychological Assessment and Evaluation

Goal: Clients shall be satisfied with services provided.

Objective: At least ninety percent (90%) of customer survey respondents ; good or better.

Data to be collected by County

C. Early Childhood Community Team

Goal: Clients will report noted improvement in the level of attachment between themselves and their child.

Objective: At least 90% of parents will self report feeling emotionally closer to their child, and better able to understand their developmental cues by the completion of ECCT program.

Data to be collected by County

EXHIBIT "B-1"

In consideration of the services provided by Contractor in Exhibit "A-1", County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3 ("Payment") of the agreement, County shall pay Contractor in the manner described below:

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph I.A. of Exhibit A-1. Furthermore, of the total contract obligation, County shall not pay or be obligated to pay more than TWO HUNDRED FIVE THOUSAND FOUR HUNDRED EIGHTY ONE DOLLARS (\$205,481).

A. Rates for Mental Health Services (Authorized by the MHP)

Payment for services described in Paragraph I.A. of this Exhibit A, shall be as follows:

- 1. 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	2010-2011
	Rate
A8100 Assessment, per case	124.00

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

Service Type	2010-2011
	Rate
90806 Individual Therapy, per session, up to one hour	88.00
90853 Group Therapy, per person, per session	29.00
90847 Family Therapy, one hour, includes all members, up to one hour	90.00
90887 Collateral, per session, up to one hour	59.00
X8255 Clinical Consultation (Telephone), 15 min.	12.00

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

Service Type	2010-2011
	Rate
A8200 Medication Assessment, per case	140.00

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

Service Type	2010-2011
	Rate
90862 Medication Management, per session	62.40
90863 Medication Group, per person, per session	32.00

The maximum amount County shall be obligated to pay for services described in Paragraph I.A. of this Exhibit A-1, rendered under this Agreement shall not exceed TWO HUNDRED TWENTY THREE THOUSAND NINE HUNDRED SIXTY-ONE DOLLARS (\$223,961).

- B. For services described in Paragraph I.B. of this Exhibit A, rendered under this Agreement, shall be paid at a rate of SIXTY-NINE DOLLARS AND FOURTEEN CENTS (\$69.14) per hour. Contractor shall provide services at an average of sixteen (16) hours per week. In any event, the maximum amount County shall be obligated to pay for services described in Paragraph I.B. of this Exhibit A, shall not exceed FIFTY- SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$57,500).
- C. Contractor shall receive a maximum of ONE HUNDRED FIVE THOUSAND NINE HUNDRED EIGHTY-ONE DOLLARS (\$105,981) for the implementation of the "Early Childhood Community Team" (ECCT) for the period of January 1, 2010 through June 30, 2011.

Payment and Direct Service Rates

1. Contractor shall provide services as described in Exhibit A1 Paragraph I.C, to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Families Program or the Healthy Kids Program. Unless otherwise authorized by the Chief of the Health System or the Chief's designee, the payments shall be made according to the following rates:

- a. For Mental Health Services described in Paragraph C.3.k.i. of Exhibit A-1, County shall pay Contractor at the rate of TWO DOLLARS AND SIXTY-ONE CENTS (\$2.61) per minute.
- b. For Case Management described in Paragraph C.3.k.ii. of Exhibit A-1, County shall pay Contractor at the rate of TWO DOLLARS AND TWO CENTS (\$2.02) per minute.
- c. The combined expected revenues for Mental Health Services and Case Management generated by MediCal billing shall be TWENTY- SIX THOUSAND SEVEN HUNDRED FORTY-FOUR DOLLARS (\$26,744).

2. Indirect Service Rates

For Indirect Services described in Paragraph C.3.k.iii. of Exhibit A-1, County shall pay Contractor at the rate of ONE DOLLAR AND THREE CENTS (\$1.03) per minute, not to exceed SIXTY-FOUR THOUSAND TWO HUNDRED THIRTY-SEVEN DOLLARS (\$64,237).

3. Start up Cost

Contractor will be paid a one time start up cost not to exceed FIFTEEN THOUSAND DOLLARS (\$15,000).

- D. In any event, the maximum amount County shall be obligated to pay for services rendered under Exhibit A-1 of this Agreement shall not exceed TWO HUNDRED FIVE THOUSAND FOUR HUNDRED EIGHTY-ONE DOLLARS (\$205,481) for the contract term.

E. 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 changes for the month of service. In addition contractor shall provide back-up to the invoice. Such back-up shall be in the form of:
 - a. County provided (or approved) service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or
 - b. County approved form(s) which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided, and duration of service (hour/minute format).

2. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.
- F. 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.
 - G. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 10 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
 - H. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
 - I. Contractor shall provide all pertinent document 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 the profession standards as determined by the BHRS Quality Improvement Manager.
 - J. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
 - K. 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.

L. Cost Report

If requested by County, Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.

M. 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.

N. 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-1 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 specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - 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 I.C.1.of Exhibit A (Paragraph 1 in Administration Section) 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.