

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
JEFFERSON UNION HIGH SCHOOL DISTRICT**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Jefferson Union High School District, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement on December 14, 2021, for the provision of mental health services for youth, alcohol and other drug prevention services, and the DCYHC COVID Youth Resiliency Response Initiative, for the term July 1, 2021 through June 30, 2022, in the amount of \$1,159,618; and

WHEREAS, the parties wish to amend the Agreement to add Brief Intervention Services for youth, increasing the maximum amount of the agreement by \$954,564 to a new maximum of \$2,114,182 and extending the term through June 30, 2023.

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

1. Section 3. Payments of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B1." 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 MILLION ONE HUNDRED FOURTEEN THOUSAND ONE HUNDRED EIGHTY-TWO DOLLARS (\$2,114,182).

2. Exhibit A is hereby deleted and replaced with Exhibit A1 attached hereto.
3. Exhibit B is hereby deleted and replaced with Exhibit B1 attached hereto.

4. All other terms and conditions of the agreement dated December 14, 2021, between the County and Contractor shall remain in full force and effect.

Signature page follows

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

JEFFERSON UNION HIGH SCHOOL DISTRICT

Annya
Shapiro

 Digitally signed by Annya
Shapiro
Date: 2022.06.02
11:44:18 -07'00'

Contractor's Signature

Date: _____

EXHIBIT A1 - SERVICES
JEFFERSON UNION HIGH SCHOOL DISTRICT
FY 2021 – 2023

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Mental Health Services

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

1. Mental Health Services – Youth System of Care (Age 6-21)

Contractor shall provide mental health services to youth at Daly City Youth Health Center (DCYHC) and Jefferson Union High School District school campuses. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, rules and regulations, including quality assurance requirements of the Short-Doyle/Medi-Cal Program. Services shall include the following:

- a. Assessment - Assessment services include clinical analysis of the history and current status of the client's mental, emotional or behavioral condition.
- b. 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.
- c. 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.
- d. Collateral Services and Family Counseling/Therapy - 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).

- e. 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.
- f. Case Management/Brokerage - 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:
 - Client Centered Interagency Collaboration
 - Program-Related Interagency Collaboration
- g. Rehabilitation Services (i.e., daily living skills) - Rehabilitative Services may include any or all 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.
- h. Youth that require psychiatric medication support, from a child/youth psychiatrist, shall be referred to the BHRS North County Youth Regional Clinic. This is considered a higher level of care, and the youth will be closed to the DCYHC after a clinically determined transition period.
- i. Youth that require Therapeutic Behavioral Services (TBS) will be referred to the BHRS North County Youth Regional Clinic, for a higher level of care, and will be closed to the DCYHC after a clinically determined transition period.
- j. Transitional Age Youth (18-21), that need psychiatric medication support from a psychiatrist (that are not currently receiving IEP related special education services), shall be referred to either the BHRS Youth to Adult Transition Committee (if meet Youth SED Screening criteria but not Adult SMI Screening criteria); or to the BHRS North Adult Regional

Clinic via ACCESS Call Center or Same Day Assistance-SDA - (if meet Adult SMI Screening criteria).

- k. Contractor shall provide up to ninety-seven thousand and thirty-two (97,032) minutes of service. One (1) unit equals one (1) minute of mental health service.
 - l. Contractor shall serve approximately eighty-eight (88) unduplicated clients.
 - m. Mental health services rendered shall be under the supervision of the Behavioral Health and Recovery Services (BHRS) Deputy Director for Child and Youth Services, who may specify the kind, quality, and amount of the services and criteria, other than those set forth herein, for determining the persons to be served.
 - n. Contractor shall participate in state mandated outcome measurement collection.
 - o. Contractor will maintain efforts to involve parents or other caregivers in the development and carrying out of intervention plans involving their children.
2. Mental Health Services – Specialty Adult SMI (Age 18-25) Mental Health Services Authorized by the Mental Health Plan

DCYHC shall provide specialty mental health services to adult Short-Doyle/Medi-Cal eligible beneficiaries; beneficiaries who are dually covered by Short-Doyle/Medi-Cal and the Health Plan of San Mateo's CareAdvantage program for Medicare; and clients known to be indigent, for whom the Mental Health Plan (MHP) has assumed responsibility. It is the Contractor's responsibility to ensure that the client is eligible at the time services are provided.

DCYHC will be an integral part of the BHRS treatment team and will be expected to participate in meetings as requested, and to maintain communication with the team regarding treatment concerns.

- a. Assessment Services: Adult Initial assessments to determine medical necessity (Adult SMI criteria) are done through the Adult BHRS clinic.
- b. Treatment Services, Face-to-Face (non-MD)
 - i. 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.

ii. 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.

iii. Clinical Consultation

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

a) Linkage and Coordination - the identification and pursuit of resources including, but not limited to, the following:

- 1) Regular communication and coordination with BHRS Clinical team that includes: treatment progress, change in client status, and if there has been 120 days of no contact with the client (no phone, no visit, etc.);
- 2) Create and provide reports when requested by BHRS (such as required reports for the courts or Child Protective Services).

The monthly invoice for clinical consultation must be supported by clinical documentation to be considered for payment. Mental Health Services are reimbursed by minutes of service.

iv. 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).

c. Crisis Intervention

DCYHC shall provide Crisis Intervention if medically necessary. 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. The claim for Crisis Intervention must be supported by clinical documentation to be considered for payment.

B. Technology Supports for Clients

Through the Mental Health Service Act (MHSA) and the Coronavirus Aid, Relief, and Economic Security (CARES) Act, BHRS has secured funding to provide technology supports (devices and data plans) for clients and family members of clients that would benefit from telehealth and/or other behavioral health services, but do not have the resources to purchase the technology they need.

BHRS selected a federally-subsidized program, T-Mobile For Government, that offers a low-cost data plan (internet service) along with free refurbished phones/tablets. Given the limited resources, this benefit should be prioritized for clients and families most in need and who are unable to take advantage of other low-cost and/or income-based technology supports.

1. Services

a. Through CARES Act funding, BHRS purchased fifteen (15) tablets for Contractor to support client participation in services. T-Mobile will mail the tablets directly to Contractor; Contractor will distribute the tablets in accordance with the guidance set forth in this agreement.

b. For MHSA One-Time funding, Contractor will contact the T-Mobile For Government representative directly to procure additional devices and data plans needed for clients. MHSA One-Time funding can be used to purchase phones and tablets; and/or purchase headphones, screen protectors, device covers, and/or other device accessories as needed to support client participation in services. See Attachment T –

Frequently Asked Questions (FAQ) for contact information and other information about the T-Mobile For Government program.

- c. Contractor will develop a screening or process to allocate the devices to clients and families most in need and who are unable to take advantage of other low-cost and/or income-based technology services.
- d. Contractor will develop a user agreement for clients to support safety and accountability while using the devices. See Attachment U – Sample Device User Agreement and Waiver.

2. Reporting Activities

- a. As a condition of accepting the CARES Act funded tablets, Contractor is required to submit monthly Tracking Logs, see Attachment V - Technology Supports – Monthly Reporting Form. Contractor shall report the following:
 - i. Client(s) name receiving tablet for participation in services.
 - ii. Number of devices used to support client services on-site (for example, a shared tablet at residential facility to facilitate group sessions, field services, etc.); including the following information:
 - a) location/site;
 - b) service provided using the device(s); and
 - c) number of clients served.
- b. For MHSA One-Time funding, Contractor will submit the monthly Tracking Logs, see Attachment V - Technology Supports – Monthly Reporting Form along with invoices for reimbursement:
 - i. Total number of phones and total number of tablets ordered.
 - ii. Detail other device accessories purchased to support client participation in services.
 - iii. Client(s) name and device (phone/tablet) and/or accessories received.
 - iv. Number of devices used to support client services on-site (for example, a shared tablet at residential facility or lobby, to facilitate group sessions, field services, etc.); including the following information:
 - a) location/site;
 - b) service provided using the device(s); and
 - c) number of clients served.

C. Brief Intervention

1. Through collaboration with the Jefferson Union High School District, identify District students at risk for suspension due to behavioral or substance use issues.
2. Train DCYHC staff and interns on the Brief Intervention program in order to provide them with the knowledge and skills to engage students in individual and group counseling sessions to identify personal, family and community factors that contribute to youth risky behaviors.
3. Develop a plan with each at-risk student to provide youth with strategies to minimize risk for school suspension.
4. Track progress of youth in the program.
5. Provide additional individual or group support sessions as needed by program participants.
6. Review District policies for suspension and expulsion.
7. Gather data on the number of suspensions and expulsions on an annual basis.
8. Interview youth, family members, and school staff to assess whether suspension/expulsion policies are equitably implemented in the District. Interviews should include strategies for how suspensions/expulsions can be limited, especially for impacted student groups.
9. Explore alternatives to suspension that would maximize continued student school engagement.

D. Prevention Education and Collaboration (2021-2023)

1. Through collaboration with the Pacifica Prevention Partnership and the Japanese Community Youth Council, Contractor will conduct the following AOD prevention activities as outlined below. Contractor shall complete activities as outlined in Attachment A and B.
 - a. Community Education
 - i. Attend national, state, and local conferences/trainings to learn evidence-based best practices for AOD education.

- ii. Conduct outreach to at least fifteen (15) organizations/groups including but not limited to PTAs, Board of Education, neighborhood associations, youth leadership groups, student body associations, Boys and Girls Clubs, churches, community-based organizations, and YMCAs to conduct ATOD education presentations.
- iii. Conduct AOD prevention education presentations.

b. Merchant Education

- i. Meet with Better Business Bureau(s), chambers of commerce, business organizations, etc. to strategize best methods to conduct education of retail staff members.
- ii. Develop or adapt merchant education packets related to legal requirements and public health perspectives on cannabis use, especially among youth.
- iii. Disseminate alcohol merchant education packets to at least two hundred (200) retailers.
- iv. Conduct merchant education presentation(s) to reach every cannabis retail establishment in San Mateo County.
- v. Conduct outreach to cannabis retailers in San Mateo County and distribute education packets.
- vi. Conduct cannabis merchant education training at least annually.
- vii. Partner with law enforcement agencies to conduct youth access sting surveys.

c. Media Education

Implement social media education campaign to complement community education messages (alcohol, cannabis, or opioids/Rx drugs).

d. Policy Advocacy

Meet with at least ten (10) local policymakers to educate about the impacts of cannabis or alcohol and gauge interest in policy options.

e. Overarching Activities

- i. Coordinate a hallmark event to highlight AOD prevention program activities.
- ii. Conduct at least monthly meetings with the youth program participants to provide them with the knowledge and skills to address AOD and implement AOD prevention program planning.
- iii. Youth in the program will engage in AOD-prevention related activity to demonstrate the knowledge and skills they gained from the program. Activities can include community presentations, PSAs, letters to the editor, presentation at a city council meeting, presenting at school boards, etc. FY 21/22- Work with youth to present data to policy makers.
- iv. Collaboration Meetings – deliverable is designed to assist with newer partnerships, building new partnerships to start programming.
- v. Community Outreach Events – deliverable designed to recruit and build community/school awareness of new available programming.

f. Administrative Activities

- i. Meeting Attendance – Attendance by lead partnership staff at All County Prevention Partnership Monthly Meeting
- ii. Entry of PPSDS data into system by the 5th of the month.
- iii. Partnership staff check-in with County Contract Monitor
- iv. Administrative functions which will be measured through the annual site visit.
- v. Collection of evaluation surveys for community education presentations.

- vi. Communication & TA partnering with County evaluator
- vii. Submission of updated Cultural Humility Plan – Deadline of September 30th of each year.
- viii. Submission of end of year report – Deadline of July 30th of each year.
- ix. Coalition Meetings (Steering Committee, Monthly Meeting; Workgroup Meetings)
- x. Contractor shall complete monthly and annual deliverables as described in Attachment A and B.

E. DCYHC COVID Youth Resiliency Response Initiative

The DCYHC COVID Youth Resiliency Response Initiative is designed to assist over 2,000 youth with skills needed to cope with the mental health and physical health challenges they face due to the pandemic.

F. Health Order Compliance

1. Health Order Compliance Requirements

Contractor shall comply with all current health orders issued by the State Department of Health and the County Health Officer until such orders are lifted or deemed no longer necessary for health reasons by the State Department of Health and/or the San Mateo County Health Officer. Current health orders can be found at: <https://covid19.ca.gov/> and at <https://covid19.ca.gov/safer-economy/> for statewide information and at: <https://www.smchealth.org/health-officer-updates/orders-health-officer-quarantine-isolation> for County information.

At a minimum, Contractor will ensure the following:

- a. All clients, staff and volunteers are required to wear face coverings, exceptions can be made for the children served as allowed under state and County health guidelines.
- b. Contractor will create and implement protocols for personal protective equipment (PPE) use, handwashing, isolation for clients who test positive for COVID-19, and visitor protocols (if

allowed under the current health order and in compliance with health order requirements (mass testing, which can be met by participating in the BHRS Surveillance Program)).

- c. The requirements and protocols mentioned in items a and b above, as well as all the identified strategies related to the pandemic, should be organized into a basic COVID-19 Plan. The plan should identify what impacts and hazards the pandemic poses for your organization, your response to mitigate these impacts and hazards, thresholds that balance workforce location between telework to in office to face to face services for clients, for example. This simple, living document, should reflect what is important to your organization and how you will manage during the pandemic.

2. Service Delivery During Health Order Restrictions

Contractor will create and implement alternate options for service delivery; such as using the telephone and/or online sessions via a virtual platform (such as Zoom, Teams, etc.), in the event that services cannot be performed face-to-face. The virtual platform selected by the Contractor must have security protocols that ensure health information and the identity of clients is protected.

In the event that the Contractor cannot transition from face-to-face services to a virtual format, or other contracted work cannot be performed, Contractor will notify the BHRS Program Manager to develop alternatives to providing deliverables and/or cancelation of services if a solution cannot be reached. In the event that services are canceled or cannot be performed, funding shall be reduced commiserate with the reduction of services.

II. ADMINISTRATIVE REQUIREMENTS

A. Disaster and Emergency Response Plans

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan (“Emergency Plan”) that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement (“Site Plans”). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency (“Emergency Response”) and plans for the ongoing continuation of Services under the

Agreement during and after a disaster or emergency (“Continuity of Operations”).

CONTRACTOR shall submit the Emergency Plan to the County within ninety (90) days after the beginning of the Term of the Agreement and no later than September 30th. The Emergency Plan will follow the template provided in Attachment T: Sample Template for Disaster and Emergency Response Plan as a guide when developing the plan, adding any categories or items as needed for the Contractor’s unique situation. The submitted Emergency Plan will be subject to the reasonable approval of the County.

CONTRACTOR shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. CONTRACTOR will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. CONTRACTOR shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County’s Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations. CONTRACTOR shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor’s Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, CONTRACTOR and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. CONTRACTOR shall ensure that all of its employees are notified, in

writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

B. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than five percent (5%), and 3) first appointment will be within fourteen (14) days of referral or request of service. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

2. Referring Individuals to Psychiatrist

Contractor will have written procedures for referring individuals to a psychiatrist or physician when necessary, if a psychiatrist is not available.

3. Medication Support Services

For Contractors that provide or store medications: Contractor will store and dispense medications in compliance with all pertinent state and federal standards. Policies and procedures must be in place for dispensing, administering and storing medications consistent with BHRS Policy 99-03, Medication Room Management and BHRS Policy 04-08 Medication Monitoring located at www.smchealth.org/bhrs-documents. In particular:

- a. Medications are logged in, verified, counted and added to inventory sheets.
- b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
- c. Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.

- d. All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
- e. Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
- f. Medications are disposed of after the expiration date and recorded.
- g. Injectable multi-dose vials are dated and initialed when opened.
- h. A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.
- i. "Stock" medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

4. Timely Access to Services

The Contractor shall ensure compliance with the timely access requirements as referenced in 42 C.F.R. § 438.206(c)(1)(iv).

- a. Contractor shall return phone calls to an authorized client within **one (1) business day**. Contractor shall offer an available initial visit with an authorized client within **five (5) business days of the client's request for an appointment**. The client must be seen within **ten (10) business days** of the request for an appointment.
- b. The County shall monitor Contractor regularly to determine compliance with timely access requirements. (42 C.F.R. § 438.206(c)(1)(v)).
- c. The County shall work with the Contractor to improve timely access and/or take corrective action if there is a failure to comply with timely access requirements. (42 C.F.R. § 438.206(c)(1)(vi)).

5. Record Retention

Paragraph 15 of the Agreement 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

ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

6. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement including but not limited to Consent Forms, assessments, treatment plans, and progress notes. Contractor agencies must submit, via fax to Quality Management at 650-525-1762, their version of these forms for approval before the forms are to be used. Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manuals (as defined in Paragraph II. of this Exhibit). Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of trainings including attendance by staff may be requested at any time during the term of this Agreement.

System of Care (SOC) Short-Doyle MediCal Mental Health Providers shall document in accordance with the BHRS Mental Health & AOD Documentation Manual located online at: <https://www.smchealth.org/sites/main/files/file-attachments/bhrsdocmanual.pdf>

SOC contractor will utilize either documentation forms located on <http://smchealth.org/SOCMHContractors> or contractor's own forms that have been pre-approved.

Substance Use provider services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at <http://www.smchealth.org/bhrs/aod/handbook>.

7. Audits

Behavioral Health and Recovery Services QM will conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon request. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRS and Contractors requiring submission of charts as requested. Contractor is required to provide all necessary

documentation for external audits and reviews within the stated timeline.

8. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the Agreement.

c. Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

9. Beneficiary Brochure and Provider Lists

Contractor must provide Medi-Cal beneficiaries new to BHRS with a beneficiary brochure at the time of their first mental health service from the Contractor. Contractors are required to be aware of and make available to BHRS Medi-Cal clients all mandatory postings listed at this website <http://www.smchealth.org/bhrs/providers/mandpost>.

10. Licensing Reports

Contractor shall submit a copy of any licensing complaint or corrective report issued by a licensing agency to BHRS Quality Management, BHRS Deputy Director of Youth Services, BHRS Deputy Director of Adult and Older Adult Services, or the Manager of SU Services or their designee, within ten (10) business days of Contractor's receipt of any such licensing report.

11. Compliance with HIPAA, Confidentiality Laws, and PHI Security

a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in

compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.

b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:

i. Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;

ii. Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and

iii. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

12. Mandated Reporter Training

California Assembly Bill 506, passed in September 2021, requires administrators, employees, and regular volunteers of youth service organizations to complete training in child abuse and neglect

identification and reporting. As such, contractor will complete and maintain a record of the required training. This training must be completed every two years.

Training is offered for free at <https://mandatedreporterca.com/>.

Proof of training, such as certificate of completion, may be requested at any time during the term agreement.

13. Other Required Training

Contractor will complete and maintain a record of annual required trainings. The following trainings must be completed on an initial and then annual basis:

- a. Confidentiality & HIPAA for BHRS Mental Health and AOD:
All New Staff HIPAA
- b. Compliance Training for BHRS New Staff
- c. Fraud, Waste, & Abuse Training for BHRS: All New Staff
- d. Critical Incident Management for BHRS
- e. Cultural Humility
- f. Interpreter training (if using interpreter services)

Trainings may be offered through the County's Learning Management System (LMS) located at: https://sanmateocounty.csod.com/LMS/catalog/Welcome.aspx?tab_page_id=-67.

Contractor must register on the LMS site to access the training modules. The link to register for a LMS new account is:

<https://sanmateocounty.csod.com/selfreg/register.aspx?c=bhrscp01>

Proof of training, such as certificate of completion, may be requested at any time during the term of this Agreement.

14. Site Certification

- a. Contractor will comply with all site certification requirements. Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, MediCal, Medicare, or Drug MediCal.
- b. Contractor is required to inform BHRS Quality Management, in advance, of the following major changes:
 - i. Major leadership or staffing changes.
 - ii. Major organizational and/or corporate structure changes (example: conversion to non-profit status).

- iii. Any changes in the types of services being provided at that location; day treatment or medication support services when medications are administered or dispensed from the provider site.
- iv. Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
- v. Change of ownership or location.
- vi. Complaints regarding the provider.

15. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management (via fax # 650-525-1762) when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents.

16. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 19-08, which can be found online at: <https://www.smchealth.org/bhrs-policies/credentialing-and-re-credentialing-providers-19-08>. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

a. Credentialing Check – Initial

During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRS. Attachment A – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment A and return it along with all other contract forms.

b. Credentialing Check – Monthly

Contractor will complete Attachment A – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: HS_BHRS_QM@smcgov.org or via a secure electronic format.

17. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct located at <http://smchealth.org/bhrs-documents>. In addition, Contractor will assure that Contractor's workforce is aware of compliance mandates and informed of the existence and use of the BHRS Compliance Improvement Hotline (650) 573-2695.

Contractor is required to conduct, complete and maintain record of annual compliance training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

18. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

- a. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR

- b. Obtain an exemption from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

19. Staff Termination

Contractor shall inform BHRS, in a timely fashion, when staff have been terminated. BHRS Quality Management requires prompt notification to be able to terminate computer access and to safeguard access to electronic medical records by completing the BHRS Credentialing form.

20. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

C. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Office of Diversity & Equity (ODE) at 650- 573-2714 or ode@smcgov.org.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Office of Diversity & Equity (ODE) by September 30th of the fiscal year.

The annual cultural competence plan will include, but is not limited to the following:

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as

- ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
 - c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
 - d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
 - e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend a Health Equity Initiative (HEI), including but not limited to the Diversity & Equity Council (DEC), for the term of the Agreement. Participation in an HEI/DEC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the HEI/DEC, and other cultural competence efforts within BHRS, contact ODE or visit <https://www.smchealth.org/health-equity-initiatives>.
 3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact ODE.
 4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified

threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to ODE by March 31st, copies of Contractor's health-related materials in English and as translated.

Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and ODE (ode@smcgov.org) to plan for appropriate technical assistance.

D. 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.

III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

Mental Health Services

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

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

Data to be collected by Contractor.

Goal 2: 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 services received.

Data to be collected by County in collaboration with Contractor.

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 in collaboration with Contractor.

Prevention Education and Collaboration

Goal 1: Increase community awareness and education of the harms of alcohol and other drug use.

Objective: Ninety percent (90%) of identified activities and deliverables will be completed annually as referenced in Attachment A and B.

Goal 2: Decrease student suspensions by providing the Brief Intervention Program with at-risk youth.

Objective: Student suspensions will decrease by at least 25% from the Academic Calendar 2018-19 (Pre-COVID) to 2022-23.

DCYHC COVID Youth Resiliency Response Initiative

Goals and Objectives: See Exhibit C

*** END OF EXHIBIT A ***

EXHIBIT B1 – PAYMENTS AND RATES
JEFFERSON UNION HIGH SCHOOL DISTRICT
FY 2021 – 2023

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 under this Agreement and subject to the provisions of Paragraph 4 of this Agreement, County shall pay Contractor in the manner described below:

A. Maximum Obligation

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 4 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed TWO MILLION ONE HUNDRED FOURTEEN THOUSAND ONE HUNDRED EIGHTY-TWO DOLLARS (\$2,114,182).

B. Mental Health Services – System of Care

County shall pay Contractor a maximum of NINE HUNDRED NINETY THOUSAND THIRTY-THREE DOLLARS (\$990,033) for services as described in Exhibit A, Paragraph I.A., Mental Health Services.

1. For the period of July 1, 2021 through June 30, 2022, County shall Contractor a maximum of FOUR HUNDRED EIGHTY-SEVEN THOUSAND SEVEN HUNDRED AND ONE DOLLARS (\$487,701).

a. Mental Health Services – Youth System of Care (Age 6-21)

County shall pay Contractor for services as described in Paragraph I.A.1. at a rate of TWO DOLLARS AND FIFTY-EIGHT CENTS (\$2.58) per minute, not to exceed one hundred forty-one thousand one hundred twenty-four (141,124) minutes, for a total of THREE HUNDRED SIXTY-FOUR THOUSAND ONE HUNDRED AND ONE DOLLARS (\$364,101).

b. Mental Health Services – Specialty Adult (Age 18-25) Mental Health Services Authorized by the Mental Health Plan
County shall pay Contractor for services as described in Paragraph I.A.2. at a rate of TWO DOLLARS AND FIFTY-EIGHT CENTS (\$2.58) per minute, not to exceed FORTY-SEVEN THOUSAND NINE HUNDRED SEVEN (47,907) minutes, for a total of ONE HUNDRED TWENTY-THREE THOUSAND SIX HUNDRED DOLLARS (\$123,600).

2. For the period of July 1, 2022 through June 30, 2023, County shall Contractor a maximum of FIVE HUNDRED TWO THOUSAND THREE HUNDRED AND THIRTY-TWO DOLLARS (\$502,332).

a. Mental Health Services – Youth System of Care (Age 6-21)
County shall pay Contractor for services as described in Paragraph I.A.1. at a rate of TWO DOLLARS AND SIXTY-FIVE CENTS (\$2.65) per minute, not to exceed ONE HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED EIGHTEEN (141,518) minutes, for a total of THREE HUNDRED SEVENTY-FIVE THOUSAND TWENTY-THREE DOLLARS (\$375,023).

b. Mental Health Services – Specialty Adult (Age 18-25) Mental Health Services Authorized by the Mental Health Plan
County shall pay Contractor for services as described in Paragraph I.A.2. at a rate of TWO DOLLARS AND SIXTY-FIVE CENTS (\$2.65) per minute, not to exceed FORTY-EIGHT THOUSAND FORTY-ONE (48,041) minutes, for a total of ONE HUNDRED TWENTY-SEVEN THOUSAND THREE HUNDRED AND NINE DOLLARS (\$127,309)

C. Technology Supports for Clients

1. Contractor shall submit the corresponding Attachment V Reporting Form for the technology support of tablets, funded by the CARES Act. Contractor's reporting shall include monthly tracking logs as described in Exhibit A – Reporting Activities.

2. Contractor shall submit the corresponding Attachment V Reporting Form for the technology supports of the cell phones, funded by the MHSA. Contractor's reporting shall include monthly tracking logs as described in Exhibit A – Reporting Activities.

D. Brief Intervention

Contractor shall be paid a total of TWO HUNDRED THOUSAND DOLLARS (\$200,000) for the term of January 1, 2022 to June 30, 2023 to conduct the Brief Intervention Program.

1. For the period of January 1, 2022 through June 30, 2022 the maximum payment shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000). Contractor shall be paid monthly in the amount of SIXTEEN THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS AND SIXTY-SIX CENTS (\$16,666.66).
2. For the period of July 1, 2022 through June 30, 2023 the maximum payment shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000). Contractor shall be paid monthly in the amount of EIGHT THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$8,333.33).

E. Prevention Education and Collaboration

Contractor shall be paid a total of FOUR HUNDRED TWENTY-FOUR THOUSAND ONE HUNDRED FIFTY DOLLARS (\$424,150) for the for the provision of Prevention Education and Collaboration services over the term of this agreement.

For the term of July 1, 2021 to June 30, 2022 Contractor shall be paid a total of ONE HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED SIX DOLLARS (\$191,706). Contractor shall be reimbursed based upon completion of activities as described in Attachment B – Deliverables Payment.

For the term of July 1, 2022 to June 30, 2023 Contractor shall be paid a total of TWO HUNDRED THIRTY-TWO THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS (\$232,444). Contractor shall be reimbursed based upon completion of activities as described in Attachment B1 – Deliverables Payment.

1. Performance Requirements

Contractor will invoice for completed activities based on Price per Event costs outlined in Attachment B – Deliverable Payments. Adequate supporting documents will be submitted as stipulated in the Documents column of Attachment A – Deliverable Options.

2. Funding is contingent upon availability of funds for AOD prevention and upon Contractor's satisfactory progress on the contracted service deliverables as described in the approved Attachment B – Deliverables Payment.
 - a. Contractor will provide the deliverables described in the approved Activities column.

- b. Contractor will review the Major Activities/deliverables completed in the Work Plan with the BHRS AOD Analyst on a quarterly basis. Any incomplete Major Activities may result in a corrective action plan, or may result in the delay or withholding of future payments
- c. If it is determined that the Contractor has not met the Major Activities deliverables by the expected Completion Dates, County may issue a corrective action plan for unmet deliverables. Failure to adhere to the corrective action plan may result in the delay or withholding of future payments, or Contractor reimbursing the County for the contract value of any and all unmet Major Activity deliverables.

F. DCYHC COVID Youth Resiliency Response Initiative

For the period of July 1, 2021 through June 30, 2022 Contractor shall invoice and receive a one-time payment of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) funded by Measure K for the COVID youth resiliency response initiative.

Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.

- G. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 4 of this Agreement.
- H. The Chief of San Mateo County Health 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.
- I. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- J. In the event this Agreement is terminated prior to June 30, 2023, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of San Mateo County Health or designee.

- K. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- L. The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).
- M. At any point during the Agreement term, Contractor shall comply with all reasonable requests by County to provide a report accounting for the Grant Funds distributed by the County to the Contractor to-date.
- N. Monthly Invoice and Payment
 - 1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.
 - a. Direct Services/Claims

Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. 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. The electronic services file shall be in the County approved Avatar record format.
 - b. Indirect Services/Claims

Indirect services (services that are not claimable on the Service Reporting Form or electronically) shall be claimed on the invoice and shall be billed according to the guidelines specified in the contract.
 - 2. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right

to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received.

Claims for Mental Health Services may be sent to:

County of San Mateo
Behavioral Health and Recovery Services
Contract Unit
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403

Claims for AOD Prevention Education and Collaboration may be sent to:

County of San Mateo
Behavioral Health and Recovery Services
BHRS – AOD Program Analyst/Stella Chau
310 Harbor Blvd., Bldg. E
Belmont, CA 94002
schau@smcgov.org

- O. 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 San Mateo County Health or designee.
- P. 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.
- Q. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including 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 San Mateo County BHRS.
- R. Inadequate Performance

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, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

S. 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 S 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 S 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.

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. Cost Report/Unspent Funds

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the end of the fiscal year. Cost reports shall include accounting for all services provided through the Agreement for each applicable period, and separate accountings for 1) FSP services, 2) one-time expenditures, and 3) flexible funds, as applicable. Cost reports 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.

As applicable, Contractor shall also submit to County a year-end Single Audit report with the Cost Report.

2. If the annual Cost Report provided to County shows that total payment to Contractor exceeds the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the BHRS Director or designee. By mutual agreement of County and Contractor, contract savings or “unspent funds” may be retained by Contractor and expended the following year, provided that these funds are expended for SUD services approved by County and are retained in accordance with the following procedures.
 - a. Contractor shall submit a summary calculation of any savings ninety (90) days after end of the fiscal year. The summary calculation will be a separate report from the year-end cost report. With the summary calculation Contractor shall return the amount of the savings.
 - b. At the time of the submission of the summary calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the BHRS Director or designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.
 - c. Contractor shall submit an accounting report of the rollover savings. This report shall include copies of the detailed expenses. The report is due ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the fiscal year, whichever comes first. Any unspent rollover

funds shall be returned to the County with the accounting report.

- d. If the specific purpose is not yet complete as of the end of the succeeding fiscal year, contractor may request to rollover the unspent funds to the succeeding second fiscal year by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the request is approved by the BHR Director or designee.
- e. A final accounting of the rollover funds shall be submitted ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the second fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

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 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 II.A.4. 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.

*** END OF EXHIBIT B ***