

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND TALK: TEACHING AND
ASSESSING LANGUAGE FOR KIDS**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this 20
day of January, 2021, by and between the COUNTY OF SAN MATEO,
hereinafter called "County," and TALK: TEACHING AND ASSESSING LANGUAGE
FOR KIDS, 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 June 2, 2020, this Board approved an agreement with TALK: Teaching and Assessing Language for Kids, to provide alternative therapy services, for the term July 1, 2020 through June 30, 2022, in an amount not to exceed \$510,000; and

WHEREAS, the parties wish to amend the agreement to reduce Measure K funding and add Mental Health Services Act funding, decreasing the amount of the agreement by \$112,500 to \$397,500, with no change to the agreement term.

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 THREE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$397,500).

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 June 2, 2020, between the County and Contractor shall remain in full force and effect.

*** SIGNATURE PAGE TO FOLLOW ***

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

TALK: TEACHING AND ASSESSING LANGUAGE FOR KIDS



Contractor's Signature

Date: 1/20/2021

EXHIBIT A1 – SERVICES
TALK: TEACHING AND ASSESSING LANGUAGE FOR KIDS
FY 2020 – 2022

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Introduction

Through the Neurosequential Model Therapy (NMT) Program, specific neurosequential interventions are identified. Teaching and Assessing Language for Kids (TALK) is a unique organization that provides intensive, individualized Speech and Language services at a level that Behavioral Health and Recovery Services (BHRS) clients are not able to access elsewhere, which match to the NMT intervention recommendations.

B. Services

Contractor shall provide speech therapy services to youth and transition age youth (TAY 18-25) that could benefit from speech and language rehabilitative services, on an as-needed basis. This is an adjunct to the mental health services provided to help clients reach their mental health treatment goals, improve quality of life and support overall development. Services will be provided through the County BHRS Youth teams including TAY and monitored by the Deputy Director of Child and Youth Services for the NMT Program. Services shall be made available on a County-wide basis.

1. Referral Process:

Clients who have completed the Neurosequential Model of Therapeutics Metric shall be referred. Clients must receive mental health services with BHRS or a Community Based Organization (CBO) throughout the duration of speech therapy services. Primary mental health clinicians shall email the NMT program specialist to refer clients, who will link the case to TALK.

2. Contractor shall provide the following services:

a. Assessment

Determine the level of need and develop a service plan.

b. Rehabilitation Services (Speech and Language)

Services may include any or all of the following: Assistance in improving, restoring or maintaining a client's functional skills.

c. 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. Collateral services include, but are not limited to helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s).

d. Case Management Services

Activities are provided by Contractor's staff to access medical, educational, social, or other needed services for eligible clients.

3. Reporting

TALK shall provide comprehensive quarterly reports for their clients. Contractor shall meet with the family and the primary BHRS therapist when reviewing goals, progress and future goals. Once completed, Contractor shall send the BHRS NMT Program Specialist the treatment plan updates for our records.

II. ADMINISTRATIVE REQUIREMENTS

A. Quality Management and Compliance

1. Record Retention

Paragraph 13 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.

2. Advance Directives

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

3. 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:

1) 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;

2) 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

3) 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>.

4. 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.

5. 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 # 04-01, which can be found online at: <http://www.smchealth.org/bhrs-policies/compliance-policy-funded-services-provided-contracted-organizational-providers-04-01>.

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.

6. 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>.

7. 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:

1. 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
2. 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.

III. GOALS AND OBJECTIVES

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

Goal: Clients will show an improvement in self-regulation skills through a reduction of emotional outbursts, anxiety, and depression; or an improvement in communication skills as identified through goals listed in the Individualized Treatment Plan (ITP).

Objective: Ninety-five percent (95%) of clients will complete three (3) ITP identified goals by the term date listed on the ITP.

Contractor shall complete and submit data collection to BHRS annually by June 30th.

Discharge Goals

TALK speech therapist and primary mental health clinician will collaborate closely when discharging clients. Speech therapy services will be provided in conjunction with mental health services. If a client has met their mental health treatment goals but initial speech therapy goals have not been met, the client's treatment team, comprised of the primary mental health clinician, their direct supervisor, the speech therapist and the NMT program specialist can meet to determine ongoing speech therapy services.

Goal: Clients will show an improvement in self-regulation skills through a reduction of emotional outbursts, anxiety, and depression.

Objective: Twenty-five percent (25%) of clients will show an improvement in at least two (2) of the four (4) domains of functioning on an updated NMT Metric. Updates to NMT Metrics will be completed after six (6) months of speech therapy.

Contractor shall complete and submit data collection to BHRS annually by June 30th.

*** END OF EXHIBIT A1 ***

EXHIBIT B1 – PAYMENTS AND RATES
TALK: TEACHING AND ASSESSING LANGUAGE FOR KIDS
FY 2020 – 2022

In consideration of the services provided by Contractor in Exhibit A1, 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 3 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 3 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 THREE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$397,500).

B. Rate of Payment

1. FY 2020 – 2021

For the term July 1, 2020 through June 30, 2021, the maximum amount County shall be obligated to pay for services rendered shall not exceed TWO HUNDRED TWENTY THOUSAND DOLLARS (\$220,000). Of that amount, Measure K will fund ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$170,000) for children under 18 and MHSA will fund FIFTY THOUSAND DOLLARS (\$50,000) for TAY Youth ages 18-25. Contractor shall be reimbursed at the following rates for services described in Exhibit A1, Section I.B.1.:

- a. For the term July 1, 2020 through December 31, 2020, Contractor shall be reimbursed according to the rates below for Assessment, Rehabilitation Services, Collateral Services, and Case Management Services
 - i. THIRTY (30) minutes – NINETY-SIX DOLLARS (\$96.00)
 - ii. FORTY-FIVE minutes – ONE HUNDRED FORTY DOLLARS (\$140.00)

- iii. SIXTY (60) minutes – ONE HUNDRED SEVENTY-FOUR DOLLARS (\$174.00)
 - iv. NINETY (90) minutes – TWO HUNDRED SEVENTY-FIVE DOLLARS (\$275.00)
- b. For the term January 1, 2021 through June 30, 2021, Contractor shall be reimbursed according to the rates below for Assessment, Rehabilitation Services, Collateral Services, and Case Management Services
- i. THIRTY (30) minutes – ONE HUNDRED TWO DOLLARS (\$102.00)
 - ii. FORTY-FIVE minutes – ONE HUNDRED FORTY-FOUR DOLLARS (\$144.00)
 - iii. SIXTY (60) minutes – ONE HUNDRED SEVENTY-NINE DOLLARS (\$179.00)
 - iv. NINETY (90) minutes – TWO HUNDRED EIGHTY-THREE DOLLARS (\$283.00)

2. FY 2021 – 2022

For the term July 1, 2021 through June 30, 2022, the maximum amount County shall be obligated to pay for services rendered shall not exceed ONE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$177,500). Of that amount, Measure K will fund ONE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$127,500) for children under 18, and MHSA will fund FIFTY THOUSAND DOLLARS (\$50,000) for TAY Youth ages 18-25. Contractor shall be reimbursed at the following rates for services described in Exhibit A1, Section I.B.1.:

- a. For the term July 1, 2021 through December 31, 2021, Contractor shall be reimbursed according to the rates below for Assessment, Rehabilitation Services, Collateral Services, and Case Management Services
- i. THIRTY (30) minutes – ONE HUNDRED TWO DOLLARS (\$102.00)
 - ii. FORTY-FIVE minutes – ONE HUNDRED FORTY-FOUR DOLLARS (\$144.00)
 - iii. SIXTY (60) minutes – ONE HUNDRED SEVENTY-NINE DOLLARS (\$179.00)
 - iv. NINETY (90) minutes – TWO HUNDRED EIGHTY-THREE DOLLARS (\$283.00)
- b. For the term January 1, 2022 through June 30, 2022, Contractor shall be reimbursed according to the rates below for Assessment, Rehabilitation Services, Collateral Services, and Case Management Services

- i. THIRTY (30) minutes – ONE HUNDRED FIVE DOLLARS (\$105.00)
- ii. FORTY-FIVE minutes – ONE HUNDRED FORTY-EIGHT DOLLARS (\$148.00)
- iii. SIXTY (60) minutes – ONE HUNDRED EIGHTY-FOUR DOLLARS (\$184.00)
- iv. NINETY (90) minutes – TWO HUNDRED NINETY-ONE DOLLARS (\$291.00)

3. Cancellation Policy

- a. County will be billed for all scheduled sessions and meetings that are not cancelled at least two (2) weeks in advance.
 - b. County will not be billed for sessions and meetings that are cancelled more than two (2) weeks in advance.
 - c. County will not be charged if Contractor cancels a session.
 - d. If the County chooses to discontinue therapy:
 - i. Two (2) weeks' written notice is required and clients will be billed for the final two (2) weeks of service;
 - ii. A mandatory transition or discharge meeting will be scheduled upon notification.
- C. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- D. Modifications to the allocations in Paragraph A of this Exhibit B1 may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- E. 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.
- F. 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.

- G. In the event this Agreement is terminated prior to June 30, 2022, 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.
- H. 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.
- I. 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 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

J. 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.

K. 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.

L. 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.

M. Invoice Certification and Program Integrity

Anytime Contractor submits an invoice to the County for reimbursement for services provided under Exhibit A1 of this Agreement, Contractor shall certify by signature that the invoice is true and accurate by stating the invoice is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on January 20 2021
Signed [Signature] Title President/Owner
Agency TALK ”

*** END OF EXHIBIT B1 ***