

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

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Edgewood Center for Children and Families, hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of outpatient mental health services.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment C—Election of Third Party Billing Process
- Attachment D—Payor Financial Form
- Attachment E—Fingerprinting Certification
- Attachment I—§ 504 Compliance

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal

obligation under this Agreement exceed FOUR MILLION SEVENTY-SEVEN THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS (\$4,077,796). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2017 through June 30, 2019.

**5. Termination**

This Agreement may be terminated by Contractor or by the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the

services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

## **9. Assignability and Subcontracting**

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

**10. Insurance**

**a. General Requirements**

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

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

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

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

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

#### **11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

#### **12. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

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

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**h. Compliance with Living Wage Ordinance**



As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right

to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

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

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

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

In the case of County, to:

Name/Title: Toni DeMarco/Deputy Director, Child & Youth Services  
Address: 2000 Alameda de las Pulgas, San Mateo, CA 94403  
Telephone: (650) 573-3926

Facsimile: (650) 341-7389  
Email: [tdemarco@smcgov.org](mailto:tdemarco@smcgov.org)

In the case of Contractor, to:

Name/Title: Lynn Dolce/Chief Executive Officer  
Address: 1801 Vicente Street, San Francisco, CA 94116  
Telephone: (415) 682-3220  
Facsimile: (415) 663-7094  
Email: [contracts@edgewood.org](mailto:contracts@edgewood.org)

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

EDGEWOOD CENTER FOR CHILDREN AND FAMILIES



\_\_\_\_\_  
Melek Totah, Chief of Finance and Administration

Date: 11-1-17

EXHIBIT A – SERVICES  
EDGEWOOD CENTER FOR CHILDREN AND FAMILIES  
FY 2017 – 2019

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

In full consideration of the payments herein provided for, Contractor shall provide Outpatient Mental Health Services, and Child and Family Treatment Collaborative Services (collectively referred to herein as “Services”) authorized by the San Mateo County Division of Behavioral Health and Recovery Services (“BHRS”), and as meet medical necessity. These services shall be provided in manner prescribed by the laws of California and in accord with the applicable laws, titles, rules, and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement. The San Mateo County Mental Services Documentation Manual (“County Documentation Manual”) is included herein by reference. To the extent that there is inconsistency between a provision in the County Documentation Manual and this Agreement, the provisions in the County Documentation Manual shall prevail.

A. Outpatient Mental Health Services

1. Medication Support Services

- a. Contractor shall provide Medication Support Services by a licensed psychiatrist for each client pre-authorized for Medication Support Services by the BHRS Deputy Director of Child and Youth Services or designee and to the extent medically necessary.
- b. Medication Support Services include:
  - i. Prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness;
  - ii. Evaluation of the need for medication, prescribing and/or dispensing;
  - iii. Evaluation of clinical effectiveness and side effects of medication;
  - iv. Obtaining informed consent for medication(s); and
  - v. Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons).

2. Mental Health Services

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

- a. Individual Therapy: Individual Therapy are those therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual but may include family or significant support persons when the individual is present, but the focus of work is on the client and not on the family system.
- b. Group Therapy: Group Therapy are those therapeutic interventions for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include group family therapy when families of two or more clients are present, and the client is not present.
- c. Collateral Services: Collateral Services consists of contact with one or more family members and/or significant support persons (when the client is not present) which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s).
- d. Family Therapy: Family Therapy consists of contact with the client and one or more family members and/or significant support persons. Services shall focus on the care and management of the client's mental health conditions within the family system.
- e. Rehabilitation Services: Rehabilitative Services may include any or all of the following: Assistance in improving, restoring or maintaining a client's functional skills, daily living skills, social skills, leisure skills, grooming and personal hygiene skills, medication compliance, and access to support resources.
- f. Plan Development: Plan Development may consist of the following:

- i. When staff develop Client Plans, (as such term is described in Paragraph I.D.10. of this Exhibit A) approve Client Plans, and/or monitor a client's progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or program goals, with a client or family member and/or significant support persons to obtain signatures on the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered clinician.
  - ii. When staff meet to discuss the client's clinical response to the Client Plan or to consider alternative interventions.
  - iii. When staff communicates with other professionals to elicit and evaluate their impressions (e.g. probation officer, teachers, social workers) of the client's clinical progress toward achieving their Client Plan goals, their response to interventions, or improving or maintaining client's functioning.
- g. **Assessment:** Assessment consists of the annual assessment required by County to reassess a client for eligibility for mental health treatment.
  - h. **Initial Assessment:** This includes clinical analysis of the history and current status of the client/enrollee's mental, emotional or behavioral condition.

### 3. Crisis Intervention

- a. Contractor shall provide Crisis Intervention if medically necessary.
- b. Crisis Intervention is a service, lasting less than twenty- four (24) hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit.
- c. To be considered for payment Crisis Intervention must be retroactively authorized by the BHRS Deputy Director of Child and Youth Services or designee.
- d. The monthly invoice for Crisis Intervention must be supported by clinical documentation to be considered for payment. Crisis Intervention is reimbursed by minutes of service.

#### 4. Targeted Case Management

- a. Targeted Case Management Services are activities that are provided by Contractor's staff to access medical, educational, social, prevocational, vocational, rehabilitative, or other needed services for eligible clients. Services may include the following:
  - i. Linkage and Coordination - the identification and pursuit of resources including, but not limited to, the following:
    - 1) Coordination of care including communication, coordination, and referral.
    - 2) Monitoring service delivery to ensure an individual's access to service and the service delivery system.
    - 3) Linkage, brokerage services focused on transportation, housing, or finances.
  - ii. Placement Services Supportive assistance to the individual in the assessment, determination of need, and securing of adequate and appropriate living arrangements including, but not limited to, the following:
    - 1) Locating and securing an appropriate living environment.
    - 2) Locating and securing funding.
    - 3) Pre-placement visit(s).
    - 4) Negotiation of housing or placement contracts.
    - 5) Placement and placement follow-up.
    - 6) Accessing services necessary to secure placement.

#### 5. Crisis Intervention

- a. Crisis Intervention is a service, lasting less than twenty-four (24) hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit.
- b. Contractor shall provide Crisis Intervention if medically necessary.
- c. To be considered for payment Crisis Intervention must be retroactively authorized by the BHRS Deputy Director of Child and Youth Services or designee.

#### 6. Authorization Requests



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

- a. Contractor must request prior authorization for payment from County using the Authorization Form or a similar form approved by County, and clinical documentation that establishes the need for Outpatient Mental Health Services.
- b. Contractor must provide an additional prior authorization for Outpatient Mental Health Services that exceed five (5) days per week.
- c. Contractor must request authorization for the continuation of Outpatient Mental Health Services at least every six (6) months or more frequently, if requested by County.
- d. Authorization must specify the number of days per week as well as the length of time Outpatient Mental Health Services will be provided.

7. Authorization Decisions

- a. For authorization decisions other than the expedited decisions described below in Paragraph I.B.7.b. of this Exhibit A, County shall provide notice as expeditiously as the client's mental health condition requires and within fourteen (14) calendar days following receipt of the request for Outpatient Mental Health Services, with a possible extension of up to fourteen (14) additional calendar days, if the client or Contractor requests an extension; or if County identifies a need for additional information.
- b. In cases in which Contractor or County determines that following the standard timeframe could seriously jeopardize the client's life or health or ability to attain, maintain, or regain maximum function, the County will make an expedited authorization decision and provide notice as expeditiously as the client's mental health condition requires and no later than three (3) working days after receipt of the request for authorization. The County may extend the three (3) working day time period by up to fourteen (14) calendar days if the client requests an extension, or if the County identifies a need for additional information.

- c. The County shall notify the Contractor of any decision to deny an authorization request or to authorize Outpatient Mental Health Services in an amount, duration, or scope that is less than requested.

8. Documentation

Each youth will have an individualized client treatment plan developed by a licensed, waived or registered staff member. A copy of this plan will be provided to the BHRS Deputy Director of Child and Youth Services or designee within 60 days and yearly thereafter.

- a. Client treatment plans will:
  - i. Be provided to the BHRS Deputy Director of Child and Youth Services or designee within sixty (60) days of admission to the program.
  - ii. Be updated at least annually and are due to the BHRS Deputy Director of Child and Youth Services or designee during the calendar month prior to the anniversary date established by BHRS which is located on the BHRS Client Face Sheet.
  - iii. Have specific observable and/or specific quantifiable goals;
  - iv. Identify the proposed type(s) of intervention;
  - v. Have a proposed duration of intervention(s); and
  - vi. Be signed (or electronic equivalent) by:
    - 1) The person providing the Outpatient Mental Health Services, or
    - 2) A person representing a team or program providing Outpatient Mental Health Services, or
    - 3) When the client plan is used to establish that Outpatient Mental Health Services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category, by a:
      - a) Physician,
      - b) Licensed/registered/waivered psychologist,
      - c) Licensed/registered/waivered social worker,
      - d) Licensed/registered/waivered Marriage and Family Therapist, or
      - e) Registered nurse who is either staff to the program or the person directing the Outpatient Mental Health Services.

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

B. Mental Health Plan Services

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

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

- b. Community Clinic
- c. Cognitive Behavioral Therapy (“CBT”)

7. Services shall include the following:

- a. Assessment Services
- b. Treatment Services:
  - i. Brief individual, family, and group therapy
  - ii. Collateral services, including contact with family and other service providers
  - iii. Medication assessment services
  - iv. Medication treatment services

C. Child and Family Treatment Collaborative Services

1. Contractor shall provide Child and Family Treatment Collaborative (“Collaborative”) services.

- a. Contractor shall provide intake and assessment services, clinical services, mental health clinicians and a psychiatrist

2. Collaboration between Contractor, San Mateo County Children and Family Services Division (Child Welfare), BHRS, and San Mateo County Juvenile Court

- a. Contractor shall participate in Program-related collaboration with San Mateo County Children and Family Services Division (Child Welfare) (“Children and Family Services”), BHRS, and San Mateo County Juvenile Court (“Juvenile Court”).

- b. Children and Family Services will inform Contractor as to which Children and Family Services social worker is assigned to a particular case (the “Social Worker”).

- c. In the event a Social Worker is reassigned, both the reassigned Social Worker and the new Social Worker will immediately inform Contractor of the new assignments. If a particular Child/Youth (as “Children/Youth” is defined in Paragraph I.D.5.b. of this Exhibit A) is determined to be at risk for abuse, neglect or molestation (as such risk is described in Paragraph I.D.9. of this Exhibit A), then Children and Family Services agrees that such risk shall be noted in the Social Worker transfer summary.

3. Collaborative Program Services

- a. Contractor shall provide approximately THREE HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED TEN (324,310) minutes of Program services.
- b. Services shall be provided to children or youth who:
  - i. are or have been abused, molested and/or neglected,
  - ii. are ages six (6) through seventeen (17), and
  - iii. have been referred to the Program by Children and Family Services.

Such children or youth shall be referred to herein as "Children/Youths" or "Child/Youth".

- c. Contractor shall also provide Program services to the families of such Children/Youths (the "Family" or "Families") regarding the effects of such abuse, molestation and/or neglect on the Children/Youths.
- d. The primary focus of the Program will be outpatient treatment services based upon evidence of their effectiveness with the populations receiving Program services.
- e. The Medication Support Services, Mental Health Services, Crisis Intervention Services, and Targeted Case Management described in this Paragraph I.C.e shall only apply to clients receiving Program services, shall be provided to Children/Youths and Families based upon medical necessity. Such services shall include:
  - i. Medication Support Services
    - 1) Contractor shall provide Medication Support Services by a psychiatrist.
    - 2) Medication Support Services ("Medication Support Services") shall include:
      - a) Prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness;
      - b) Evaluation of the need for medication, prescribing and/or dispensing;
      - c) Evaluation of clinical effectiveness and side effects of medication;
      - d) Obtaining informed consent for medication(s); and

- e) Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons).

ii. Mental Health Services

Contractor shall provide Mental Health Services. Mental Health Services ("Mental Health Services") shall include:

- 1) Initial assessment services. This includes clinical analysis of the history and current status of the client/enrollee's mental, emotional or behavioral condition.
- 2) Annual assessment: This consists solely of the annual assessment required by County to reassess a client for eligibility for mental health treatment.
- 3) Individual Therapy: Individual Therapy are those therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual but may include family or significant support persons when the individual is present, but the focus of work is on the client and not on the family system.
- 4) Group Therapy: Group Therapy are those therapeutic interventions for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include group family therapy when families of two or more clients are present, and the client is not present.
- 5) Collateral Services: Collateral Services consist of contact with one or more family members and/or significant support persons (when the client is not present) which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s).
- 6) Family Therapy: Family Therapy consists of contact with the client and one or more family members and/or significant support persons.

Services shall focus on the care and management of the client's mental health conditions within the family system.

- 7) Rehabilitation Services: Rehabilitative Services may include any or all of the following: Assistance in improving, restoring or maintaining a client's functional skills, daily living skills, social skills, leisure skills, grooming and personal hygiene skills, medication compliance, and access to support resources.
- 8) Plan Development: Plan Development may consist of the following:
  - a) When staff develop Client Plans (as such term is described in Paragraph I.D.10. of this Exhibit A), approve Client Plans, and/or monitor a client's progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or program goals, with a client or family member and/or significant support persons to obtain signatures on the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered clinician.
  - b) When staff meet to discuss the client's clinical response to the Client Plan or to consider alternative interventions.
  - c) When staff communicates with other professionals to elicit and evaluate their impressions (e.g. probation officer, teachers, social workers) of the client's clinical progress toward achieving their Client Plan goals, their response to interventions, or improving or maintaining client's functioning.

iii. Crisis Intervention

- 1) Contractor shall provide Crisis Intervention ("Crisis Intervention"). Crisis Intervention is a service, lasting less than twenty-four (24) hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit.
- 2) Contractor shall provide Crisis Intervention if medically necessary.

iv. Targeted Case Management

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

- 1) Linkage and Coordination - the identification and pursuit of resources including, but not limited to, the following:
  - a) Coordination of care including communication, coordination, and referral.
  - b) Monitoring service delivery to ensure an individual's access to service and the service delivery system.
  - c) Linkage, brokerage services focused on transportation, housing, or finances.
- 2) Placement services supportive assistance to the individual in the assessment, determination of need, and securing of adequate and appropriate living arrangements including, but not limited to, the following:
  - a) Locating and securing an appropriate living environment.
  - b) Locating and securing funding.
  - c) Pre-placement visit(s).
  - d) Negotiation of housing or placement contracts.
  - e) Placement and placement follow-up.
  - f) Accessing services necessary to secure placement.

#### 4. Juvenile Court Assessments, Reports and/or Testimony

- a. Contractor shall respond to Juvenile Court's requests for written assessments, reports and/or court testimony on Children/Youths' progress in the Program. Written assessments and reports regarding Children/Youths' progress shall include all information requested by Juvenile Court.
- b. For families under court supervision, Contractor shall submit to the Social Worker a treatment summary form or Report to Juvenile Court Form with each court report.
- c. Contractor's staff will be readily available to provide court testimony upon request by Juvenile Court and/or County Counsel.



d. Contractor shall adequately train staff to provide court testimony.

5. Access to Program Services

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

b. Although services will be primarily provided in the cities listed in Paragraph 7.a., services will be available on a county-wide basis to youth and families referred to the Collaborative.

c. Each Program service location shall be easily accessible via public transportation to the majority of Children/Youths and Families.

6. Referrals, Service Timeline and Discharge Process

a. All referrals to the Program shall be made directly by Children and Family Services ("Referral" or "Referrals").

b. For all Referrals that are not court ordered, Children and Family Services shall obtain a signed consent for release of protected health information from the Child/Youth's legal guardian for the release of information from the Contractor to Children and Family Services.

c. Contractor shall provide Program services according to the following timeline:

i. Contractor will contact the Family within two (2) working days of receipt of the Referral packet (the "Initial Contact").

ii. The Family's first (1st) appointment (for the assessment) shall be offered to take place with Contractor within five (5) working days of the Initial Contact (the "First Appointment").

iii. Within sixty (60) days of the first appointment, Contractor shall complete the written assessment of the Family and Child/Youth and shall provide a summary statement of such assessment to the Social Worker.

iv. Within ten (10) days of the completion of the assessment, Contractor shall begin the assigned

treatment, and shall provide the Social Worker with the name and phone number of Contractor's therapist assigned to the Child/Youth and Family.

- d. For court ordered cases Contractor shall notify the Social Worker within one (1) day after a Family and/or Child/Youth has one (1) unexcused missed appointment or two (2) consecutive excused missed appointments.
- e. Discharge plans will be completed collaboratively between the Child/Youth, the Family, Contractor, and the Social Worker.
- f. When the Contractor determines that a case can be closed, he/she will notify the Social Worker prior to the closing date.

#### 7. Risk Assessment

If at any time during the course of treatment, Contractor determines that a Child/Youth is at risk for abuse, neglect or molestation due to:

- a. a potential abuser having access to such Child/Youth,
- b. the possibility of unsupervised visits between a potential abuser and such Child/Youth,
- c. the possibility of reunification of a potential abuser and such Child/Youth, or
- d. other circumstances deemed to put such Child/Youth at risk; then Contractor shall:
- e. Immediately notify by telephone the Social Worker and the Social Worker's supervisor of such risk determination. If neither is available by phone, ask for the on-duty social worker or call the Child and Family Services 24-hour hotline to report the risk.
- f. If the risk meets the level of a mandated child abuse report the clinician shall call the Child and Family Services 24-hour hotline and file a report in accordance with child abuse reporting laws and Child and Family Services protocols.
- g. If there is concern regarding ongoing risk factors a meeting between staff and supervisors of the contract agency and

Child and Family Services shall be called so that concerns of all parties may be addressed.

8. Client Treatment Plans

Client treatment plans will:

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

9. Staffing

Contractor shall ensure that all Program services:

- a. Shall be provided by licensed, waived or registered mental health professionals;
- b. Shall be provided by staff experienced in the provision of therapy services to emotionally disturbed children/youth and their families;
- c. Shall be provided by staff experienced in the provision of therapy services to parents/caregivers who may have mental health issues which require intervention;
- d. Shall be provided by staff capable of working with a culturally diverse population; and

- e. May be provided by graduate school trainees as co-therapists of group or family therapy, provided that such trainees are supervised by licensed professionals.
- f. Contractor shall provide a total of 11.5 FTE
- g. Additional Staffing  
  
Contractor shall provide the following additional staff:
  - i. Part-time (.23FTE) Quality Assurance Specialist.
  - ii. Part-time (.08 FTE) per diem clinicians.
  - iii. Part-time (.09 FTE) Training Coordinator.

## II. ADMINISTRATIVE REQUIREMENTS

### A. 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](http://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. Record Retention

Paragraph 14 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.

#### 5. 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 BHRP 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) Mental Health Providers shall document in accordance with the BHRP Documentation Manual located online at:

<http://www.smchealth.org/sites/default/files/docs/BHRP/BHRPDocManual.pdf>.

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

Managed Care providers shall document services in accordance with the BHRP Managed Care Provider Manual: located online at <http://www.smchealth.org/sites/default/files/docs/BHRP/Providers/ManagedCareProviderManual.pdf>. Managed Care Providers will utilize documentation forms located at <http://www.smchealth.org/bhrs/contracts>.

6. 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 BHRP 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.

7. 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.

8. 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>.

9. 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.

10. 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>.

11. 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:



- 1) Major leadership or staffing changes.
- 2) Major organizational and/or corporate structure changes (example: conversion to non-profit status).
- 3) 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.
- 4) Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
- 5) Change of ownership or location.
- 6) Complaints regarding the provider.

## 12. 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.

## 13. Ineligible Employees

BHRS requires that Contractors identify the eligibility status to bill for Medi-Cal services of ALL employees, interns or volunteers prior to hiring and on an annual basis thereafter. These records should be maintained in the employee files. This process is meant to ensure that any person involved with delivering services to clients of BHRS or involved in Medi-Cal billing or oversight 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 and faxing to 650-525-1762) should a current employee, intern or volunteer be identified as ineligible to bill Medi-Cal services. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

- a. Office of Inspector General

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County of San Mateo clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: <http://exclusions.oig.hhs.gov/>.

b. California Department of Health Care Services

Contractor providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Care Services (DHCS) in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: <http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>. Once there, scroll down to the bottom of the page and click on Medi-Cal Suspended and Ineligible Provider List (Excel format). The list is in Alphabetical order. Search by the individual's last name.

14. 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>.

15. 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 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 CFR 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 a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as part of their employment with the Contractor.

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

16. Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, and ongoing, (at the clinician's license or registration renewal time) the credentials of its clinical staff at <https://www.breeze.ca.gov/datamart/loginCADCA.do>. Contractor will obtain a waiver when needed from BHRS Quality Management. All clinical personnel must comply with HIPAA regulations to obtain a National Provider Identifier (NPI) number. The license and NPI information shall be reported to the County through the completion of a County provided credentialing form located at <http://www.smchealth.org/AvatarAccess> and submitted to BHRS. Contractor is requirement to track expiration dates and verify all licenses and credentials are current and in good standing at all times. Contractor is required to keep proof of verification of credentials for each staff person. 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 plan to correct to address the matter.

17. 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.

18. 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.

B. 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 Health Equity Initiatives Manager (HEIM) at 650-573-2714 or [jafrica@smcgov.org](mailto:jafrica@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 Health Equity Initiatives Manager (HEIM) by September 30<sup>th</sup> 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 the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC 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 CCC, and other cultural competence efforts within BHRS, contact HEIM.
  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 Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.
  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 HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.

5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and HEIM ([jafrica@smcgov.org](mailto:jafrica@smcgov.org)) to plan for appropriate technical assistance.

D. Physician Incentive Plans

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

E. 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.

F. Developmental Assets

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

### III. GOALS AND OBJECTIVES

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

A. Mental Health Services (authorized by the MHP)

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

Objective 1: No more than five percent (5%) of cases treated by Contractor shall be admitted to a psychiatric emergency service during their course of treatment.

Data to be collected by Contractor.

B. Child and Family Treatment Program

Goal 1: Contractor shall maintain Children/Youths served in the least restrictive settings.

Objective 1: Eighty percent (80%) of Children/Youths served will be maintained in family home or home-like setting (foster home) after six (6) months of receiving services.

Data to be collected by Contractor.

Goal 2: Contractor shall reduce re incidence of child abuse, molestation, or neglect.

Objective 1: At least eighty percent (80%) of families served for a period of at least six (6) months will have no re incidence of reported abuse, molest or neglect during their course of treatment.

Data to be collected by Contractor.

C. Satisfaction – All Programs

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

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

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

Data to be collected by County.

\*\*\* END OF EXHIBIT A \*\*\*

EXHIBIT B – PAYMENTS AND RATES  
EDGEWOOD CENTER FOR CHILDREN AND FAMILIES  
FY 2017 – 2019

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 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 FOUR MILLION SEVENTY-SEVEN THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS (\$4,077,796).

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

The maximum obligation of the County for payment for Medication Support Services, Mental Health Services, Crisis Intervention, and Targeted Case Management as described in Paragraph I.A. of Exhibit A shall not exceed FOUR HUNDRED SEVENTY-SEVEN THOUSAND ONE HUNDRED TWENTY-SIX DOLLARS (\$477,126).

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

- a. For Medication Support Services described in Paragraphs I.A.1. and I.D.3.e.i. of Exhibit A, County shall pay Contractor at the rate of FIVE DOLLARS AND THIRTY-SEVEN CENTS (\$5.37) for the period July 1, 2017 through June 30, 2018 and FIVE DOLLARS AND THIRTY-SEVEN CENTS (\$5.37) for the period July 1, 2018 through June 30, 2019 . County shall pay such rate less any third-party payments as set forth in Paragraph I.R. of this Exhibit B.



- b. For Mental Health Services described in Paragraphs I.A.2. and I.D.3.e.ii. of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND NINETY CENTS (\$2.90) for the period July 1, 2017 through June 30, 2018 and TWO DOLLARS AND NINETY CENTS (\$2.90) for the period July 1, 2018 through June 30, 2019. County shall pay such rate less any third-party payments as set forth in Paragraph I.R. of this Exhibit B.
- c. For Crisis Intervention Service described in Paragraphs., I.A.3., and I.D.3.e.iii. of Exhibit A, County shall pay Contractor at the rate of FOUR DOLLARS AND THIRTY-THREE CENTS (\$4.33) for the period July 1, 2017 through June 30, 2018 and FOUR DOLLARS AND THIRTY-THREE CENTS (\$4.33) for the period July 1, 2018 through June 30, 2019. County shall pay such rate less any third-party payments as set forth in Paragraph I.R. of this Exhibit B.
- d. For Targeted Case Management Services described in Paragraph I.D.3.e.iv. of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25) for the period July 1, 2017 through June 30, 2018 and TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25) for the period July 1, 2018 through June 30, 2019. County shall pay such rate less any third-party payments as set forth in Paragraph I.R. of this Exhibit B.
- e. For Medication Support Services, Mental Health Services, Crisis Intervention and Targeted Case Management Services payment shall be made on a monthly basis upon County's receipt of the following:
  - i. All required documentation adhering to Medi-Cal guidelines; and
  - ii. Documentation relating to each appropriate authorization.
- f. The monthly invoice for Medication Support Services, Mental Health Services and Crisis Intervention Services must be supported by clinical documentation to be considered for payment. Except for Child and Family Treatment Program Services, Contractor shall provide such supportive clinical documentation for each minute of service with the monthly invoice. For Child and Family Treatment Program Services, Contractor shall provide supportive clinical documentation for Crisis Intervention services with the monthly invoice, and for Medication Support Services and Mental Health Services upon request.

- g. Medication Support Services, Mental Health Services and Crisis Intervention Services shall be reimbursed by minutes of service.
- h. Medication Support Services are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

C. Child and Family Treatment Collaborative Services

1. The maximum obligation of the County for payment for Child and Family Treatment Collaborative services as described in Paragraph I.D. of Exhibit A shall not exceed ONE MILLION SIX HUNDRED NINETY THOUSAND THREE HUNDRED THIRTY-FIVE DOLLARS (\$1,690,335) for the period July 1, 2017 through June 30, 2018. The maximum obligation includes expected revenues to be generated by third-party billings for Contractor's services under this Agreement of EIGHT HUNDRED EIGHTY-SIX THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS (\$886,924) ("Revenue Component").
2. The maximum obligation of the County for payment for Child and Family Treatment Collaborative services as described in Paragraph I.D. of Exhibit A shall not exceed ONE MILLION SIX HUNDRED NINETY THOUSAND THREE HUNDRED THIRTY-FIVE DOLLARS (\$1,690,335) for the period July 1, 2018 through June 30, 2019. The maximum obligation includes expected revenues to be generated by third-party billings for Contractor's services under this Agreement of EIGHT HUNDRED EIGHTY-SIX THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS (\$886,924) ("Revenue Component").
3. These services shall be reported to County through the monthly invoicing process as described in paragraph I.L. of this Exhibit B.
4. In the event that the revenues collected for Contractor's services for the first year of this Agreement are less than EIGHT HUNDRED EIGHTY-SIX THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS (\$886,924) (Revenue Component) based on information available in January 2018, Contractor and County will implement strategies to match program costs to revenues.
5. In the event that the revenues collected for Contractor's services for the second year of Agreement are less than EIGHT HUNDRED

EIGHTY-SIX THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS (\$886,924) (Revenue Component) based on information available in January 2019, Contractor and County will implement strategies to match program costs to revenues.

D. Mental Health Plan

1. For the Mental Health Plan services described in Paragraph I.C. of Exhibit A, the maximum amount County shall be obligated to pay shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000) for the term of the Agreement.

2. The following rates shall apply to Mental Health Plan services:

a. Assessment Services (non-MD)

An assessment shall consist of at least one (1) face-to-face visit conducted by a licensed, waived, or registered mental health professional.

<u>Service Type</u>	<u>2017-19</u>
90791 Psychiatric Evaluation (no medical services)	\$145.21 *

b. Treatment Services (non-MD)

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

<u>Service Type</u>	<u>2017-19</u>
90832 Psychotherapy, 16-37 minutes with client	\$70.35 *
90834 Psychotherapy, 38-52 minutes with client	\$93.37 *
90837 Psychotherapy, 53 or more minutes with client	\$139.88 (*) (**)
90853 Group Therapy, 15 minutes per person, per session	\$28.43 *
90847 Family Therapy, includes all Members, up to one hour	\$117.35 *
90887 Collateral, up to one hour	\$59.00 *
99442 Clinical Consultation (telephone, Previously X8255)	\$12.00

c. No Show

Failure of client to appear for or cancel an appointment with twenty-four (24) hours of the scheduled time, documented in chart at time of appointment, verifiable in retrospective audit. Limit two (2) per client within the first authorization period.

<u>Service Type</u>		<u>2017-19</u>
N0000	No Show	\$20.00

\* Spanish, Tagalog and American Sign Language receive a bilingual differential of \$10. Other languages can be requested on a case-by-case basis and will be determined by the ACCESS Team at the time of Authorization.

\*\* Used when clients present with complex clinical conditions which require a therapy session exceeding 52 minutes.

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

E. Contractor's annual FY 2017-18 budget is attached and incorporated into this Agreement as Exhibit C.

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

F. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.

G. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

H. 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.

I. In the event this Agreement is terminated prior to June 30, 2019, 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 the Health System or designee.

- J. 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.
- K. 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).

L. 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  
Attn: Contracts Unit  
2000 Alameda de las Pulgas, Suite 280  
San Mateo, CA 94403

- M. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.
- N. 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.
- O. 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.
- P. Inadequate Performance
- Q. Election of Third Party Billing Process

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.

Contractor shall select an option for participating in serial billing of third-party payors for services provided through this Agreement through the completion of Attachment C – Election of Third Party Billing Process. The

completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for this Agreement.

1. Option One

- a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.
- b. Contractor shall provide a copy of each completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this Agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

2. Option Two

- a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third party payor, and to the

extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement through the Cost Report reconciliation.

- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

#### R. 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.

#### S. 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 expended the following year, provided that these funds are expended for services approved by County and are retained in accordance with the following procedures.
  - a. Contractor shall submit a projected calculation of any savings no later than ninety (90) days before end of the fiscal year. The projected calculation will be a separate report from the year-end cost report. With the projected calculation Contractor shall return the amount of the savings.
  - b. At the time of the submission of the projected 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 BHRS 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.

T. 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 \*\*\*

**Attachment C  
Election of Third Party Billing Process**

Effective July 1, 2005, San Mateo County Behavioral Health and Recovery Services (SMCBHRS) will be required to bill all other insurance (including Medicare) before billing Medi-Cal for beneficiaries who have other coverage in addition to Medi-Cal. This is called "serial billing." All claims sent to Medi-Cal without evidence of other insurance having been billed first will be denied.

In order to comply with the serial billing requirement you must elect which of the two following options to use in our contract with you. In either case, you will need to establish the eligibility of your clients through the completion of the standard form (Payor Financial Form) used to collect this information. Please select and complete one of the two options below:

Option One

Our agency will bill other insurance, and provide SMCBHRS with a copy of the Explanation of Benefits provided by that insurance plan before billing SMCBHRS for the remainder.

We, Edgewood Center for Children and Families elect option one.

\_\_\_\_\_  
Signature of authorized agent

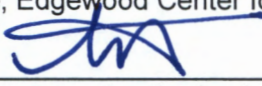
\_\_\_\_\_  
Name of authorized agent

\_\_\_\_\_  
Telephone number

Option Two

Our agency will provide information to San Mateo County Behavioral Health and Recovery Services (SMCBHRS) so that SMCBHRS may bill other insurance before billing Medi-Cal on our agency's behalf. This will include completing the attached client Payor Financial Form and providing it to the SMCBHRS Billing Office with the completed "assignment" that indicates the client's permission for SMCBHRS to bill their insurance.

We, Edgewood Center for Children and Families elect option two.

  
\_\_\_\_\_  
Signature of authorized agent

\_\_\_\_\_  
Melek Totah, Chief of Finance and Administration

\_\_\_\_\_  
Name of authorized agent

415-681-3211  
\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Telephone number

Please note if your agency already bills private insurance including Medicare for services you provide, then you must elect Option One. This is to prevent double billing. Please return this completed form to:

Doreen Avery, Business Systems Manager  
Behavioral Health and Recovery Services  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403  
(650) 573-2284

**Attachment D – Agency Payor Financial**

<b>Client ID</b> ( <i>Do name search</i> ):	<b>Client Date of Birth</b> (Required):	<b>SSN</b> (Required):
<b>Last Name:</b>	<b>First Name:</b>	<b>M.I.</b>
<b>Alias or other names used:</b>		<b>Undocumented?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Does Client have Medi-Cal?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Share of Cost Medi-Cal?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Client's Medi-Cal Number (CIN Number)?</b> _____ <i>Please attach copy of MEDS screen. If client has Full Scope Medi-Cal and no other insurance coverage, skip the remaining sections of this form and fax to MIS/Billing Unit (650) 573-2110.</i>  Is client potentially eligible for Medi-Cal benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No    Client referred to Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Date of Referral:</b> _____ <b>Is this a Court-ordered Placement?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Does Client have Medicare?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please check all that apply ___ Part A   ___ Part B   ___ Part D <b>What is the Client's Medicare Number (HIC Number)?</b> _____ <b>Signed Assignment of Benefits?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Please attach copy of Medicare card</b>		
<b>Responsible Party's Information (Guarantor):</b> <b>Name:</b> _____ <b>Phone:</b> _____ <b>Relationship to Client:</b> _____ <input type="checkbox"/> Self <b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> _____ <b>Zip Code:</b> _____ <input type="checkbox"/> <b>Refused to provide Financial Information and will be charged full cost of service.</b>		
<b>3<sup>rd</sup> Party Health Insurance Information</b> <b>Health Plan or Insurance Company (Not employer)</b> <b>Company Name:</b> _____ <b>Policy Number:</b> _____ <b>Street Address:</b> _____ <b>Group Number:</b> _____ <b>City:</b> _____ <b>Name of Insured Person:</b> _____ <b>State:</b> _____ <b>Zip:</b> _____ <b>Relationship to Client:</b> _____ <b>Insurance Co. phone number:</b> _____ <b>SSN of Insured Person (if other than client):</b> _____ <b>Please attach copy of insurance card (front &amp; back)</b> <b>Signed Assignment of Benefits?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Does the client have Healthy Kids Insurance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If Yes, please attach copy of insurance card (front &amp; back)</i>		
<b>Does the client has HealthWorx Insurance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If Yes, please attach copy of insurance card (front &amp; back)</i>		
<b>Client Authorization</b> I affirm that the statements made herein are true and correct. I understand that I am responsible for paying the UMDAP liability amount or cost of treatment received by myself or by members of my household during each 1-year period. If the cost of service is more that the UMDAP liability amount, I will pay the lesser amount. It is my responsibility and I agree to provide verification of income, assets and expenses. If I do not authorize, I will be billed in full for services received. I authorize San Mateo County Mental Health to bill all applicable mental health services to Medi-Care and/or my insurance plan, including any services provided un 26.5. I authorize payment of healthcare benefits to San Mateo County Mental Health.  _____    _____ Signature of Client or Authorized Person    Date		
<b>Client refused to sign Authorization:</b> <input type="checkbox"/> Please check, if applicable Date: _____ Reason: _____ <b>Name of Interviewer:</b> _____ <b>Phone Number:</b> _____ <b>Best time to contact</b> _____ <b>Fax completed copy to:</b> MIS/Billing Unit (650)573-2110		

ATTACHMENT E

**FINGERPRINTING CERTIFICATION**

Contractor hereby certifies that Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement: (check a or b)

- a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).
- b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

Edgewood Center for Children and Families  
Name of Contractor

  
Signature of Authorized Official

Melek Totah  
Name (please print)

Chief of Finance and Administration  
Title (please print)

11-1-17  
Date

# ATTACHMENT I

## Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Melek Totah

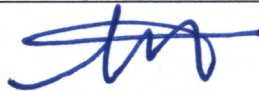
Name of Contractor(s): Edgewood Center for Children and Families

Street Address or P.O. Box: 1801 Vicente Street

City, State, Zip Code: San Francisco, CA 94116

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official: Chief of Finance and Administration

Date:

11-1-17

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."