

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND FRED FINCH YOUTH CENTER

This Agreement is entered into this _____ day of _____, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and FRED FINCH YOUTH CENTER, 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 performing professional services hereinafter described for the Health Department, Behavioral Health and Recovery Services Division in accordance with state and federal laws, regulations, and funding mandates.

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
- Exhibit C—CalAIM Outpatient Provider Rates
- Attachment E—Fingerprint 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 THREE MILLION DOLLARS (\$3,000,000). 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 , 2025, through June 30 , 2027.

5. Termination

This Agreement may be terminated by Contractor or by the Chief of San Mateo County Health 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.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

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, regulations, and executive orders, 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, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. 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, regulation, or executive order, the requirements of the applicable law, regulation, or executive order 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 4.107 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. (This paragraph may be deleted without County Attorney Review if not relevant to this agreement)

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 Executive Officer 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 Executive Officer, 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 Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer 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. Anti-Harassment Clause

Employees of Contractor and County shall not harass (sexually or otherwise) or bully or discriminate against each other's employee 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. Any misconduct by Contractor's employees towards County employees may be grounds for termination of the Contract. Contractor shall timely address any allegations of their employee's misconduct by a County employee including immediately removing that employee from work on the Contract.

14. 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 unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

15. 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.

16. 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.

17. 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.

18. 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: Jason Kimborough
Address: 350 90th Street, 2nd Floor, Daly City, CA 94015
Telephone: 650-216-8699
Email: JKimborough@smcgov.org

In the case of Contractor, to:

Name/Title: Thomas N. Alexander/President and CEO
Address: 3800 Coolidge Ave, Oakland, CA 94602
Telephone: (510) 482-2244
Facsimile: (510) 482-2047
Email: Tomalexander@Fredfinch.org

19. 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.

20. 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.

21. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

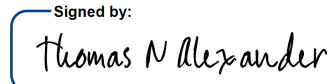
Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

* * *

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

For Contractor: FRED FINCH YOUTH CENTER

Signed by:  <small>DAD6F25ADB7049D</small>	04/18/2025	Fred Finch Youth & Family Services
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A
Fred Finch Youth Center
2025-2027

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 Therapeutic Behavioral Services authorized by the San Mateo County Behavioral Health and Recovery Services (BHRS). 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. These services are provided to a distinct group of seriously emotionally disturbed children and adolescents and occur in a therapeutic, organized, and structured setting. The San Mateo County BHRS Documentation Manual ("County Documentation Manual") is included herein by reference. To the extent that there is a conflict in terms between the County Documentation Manual and this Agreement, the provisions in the County Documentation Manual shall prevail.

A. Therapeutic Behavioral Services

1. General Description of Services

- a. Therapeutic Behavioral Services ("TBS") are one-to-one therapeutic contacts between a mental health provider and a beneficiary for a specified short-term period of time that are designed to maintain the child/youth's residential placement at the lowest appropriate level by resolving target behaviors and achieving short-term treatment goals. A contact is considered therapeutic if it is intended to provide the child/youth with skills to effectively manage the behavior(s) or symptom(s) that are the barrier to achieving residence in the lowest appropriate level.
- b. The person providing TBS is available on-site to provide individualized one-to-one behavioral assistance and one-to-one interventions to accomplish outcomes specified in the written treatment plan.
- c. Two important components of delivering TBS include the following:

- i. Making collateral contacts with family members, caregivers, and other significant in the life of the beneficiary; and
 - ii. Developing a plan clearly identifying specific target behaviors to be addressed and the interventions that will be used to address the target behaviors.
- d. Program Capacity

Contractor shall provide TBS approved by the BHRS Deputy Director of Child and Youth Services or designated TBS coordinator, to clients up to age twenty-one (21). These services shall be provided to full scope Medi-Cal beneficiaries. The expected capacity for service delivery is as follows:

 - i. Provide services to 50-60 clients.
- e. County reserves the right and authority to set additional higher or more specific standards necessary to manage the delivery of TBS than those set by the State of California.
- f. TBS services are not reimbursable on days when Inpatient Services in an acute hospital or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services

2. Eligibility Criteria

TBS services shall be offered in a manner that is compliant with requirements for Medi-Cal reimbursement. To qualify for Medi-Cal reimbursement for TBS, a child/youth must meet the Criteria in sections a, b, and c below.

- a. Eligibility for TBS – must meet criteria (i) and (ii).
 - i. Full-scope Medi-Cal beneficiary, under twenty-one (21) years, and
 - ii. Meets State medical necessity criteria for Medi-Cal Program

- b. Member of the Certified Class - must meet criteria (i), (ii), or (iii).
 - i. Child/youth is placed in a group home facility of RCL 12 or above and/or a locked treatment facility for the treatment of mental health needs which is not an Institution for Mental Disease which disqualifies them from receiving federally reimbursed Medi-Cal services; or
 - ii. Child/youth has undergone at least one emergency psychiatric hospitalization related to his/her current presenting disability within the preceding twenty-four (24) months; or
 - iii. Child/youth previously received TBS while a member of the certified class.
- c. Need for TBS - must meet criteria (i) and (ii).
 - i. The child/youth is receiving other specialty mental health services, and
 - ii. It is highly likely in the clinical judgment of the mental health provider that without the additional short-term support of TBS that:
 - 1) The child/youth will need to be placed in a higher level of residential care, including acute care, because of a change in the child/youth's behaviors or symptoms which jeopardize continued placement in current facility; or
 - 2) The child/youth needs this additional support to transition to a lower level of residential placement. Although the child/youth may be stable in the current placement, a change in behavior or symptoms is expected and TBS are needed to stabilize the child in the new environment. (The MHP or its provider must document the basis for the expectation that the behavior or symptoms will change.)

3. TBS Assessment Process

Contractor will have up to thirty (30) days to complete a TBS Assessment. A TBS Assessment is the initial assessment and plan development of a child/youth referred for TBS services. A TBS

Assessment, including functional analysis and TBS Client Plan, must be completed. This period at the beginning stage of TBS includes giving immediate assistance to the child/youth and parent/caregiver to relieve stress and avoid crisis, while gathering valuable information on the function and intensity of the behavior in the environment where it occurs. Detailed requirements and formats for TBS Assessments and TBS Client Plans are described below in sections I.A.7. and I.A.8

4. TBS Discharge Process

Contractor shall discuss termination of services with the primary therapist, child/youth, and family/caregivers prior to termination of services. During the thirty (30) days prior to termination of TBS, Contractor shall discuss the termination and its impact on the child/youth and family/caregivers with the primary therapist, child/youth, and family/caregivers. Contractor shall establish a setback prevention and response plan. Contractor shall complete a discharge summary documenting the discussion process with primary therapist, child/youth, and family/caregiver, the reason(s)/rationale for termination, and a transition plan that includes a setback prevention and response plan.

5. TBS Utilization Request and Review Process

Contractor shall request payment for TBS from the County. Approval is required in advance of the provision of TBS included in the utilization request form. Services will be approved by the BHRS Deputy Director of Child and Youth Services or designated TBS coordinator.

- a. Initial Utilization Request may not exceed ninety (90) days. However, it may be approved for less days as deemed necessary by the Deputy Director of Child and Youth Services or designated TBS Coordinator. The contractor must submit the following required elements at the time of the Initial Review:
 - i. Initial TBS Assessment, which must address target symptom(s) or behavior(s), including a functional analysis;
 - ii. TBS clients plan which must include at least one (1) TBS intervention. The TBS Client Plan must meet the criteria as set forth in section I.A.8;

- iii. Progress notes for each TBS service provided. Documentation requirements for progress notes are set forth in section I.A.9.
- b. Ongoing Utilization Requests
 - i. Ongoing utilization request may not exceed ninety (90) days. However, utilization reviews may occur more frequently as deemed necessary by the Deputy Director of Child and Youth Services or designated TBS Coordinator.
 - ii. Continuation of services will be based upon a progress summary that includes clear documentation of:
 - 1) Client progress toward specific goals and timeframes of TBS Client Plan
 - 2) Provision of interventions to address specific goals and target behaviors.
 - 3) Provision of interventions to address specific goals and target behaviors.
 - 4) If applicable, lack of client progress toward specific goals and timeframes in TBS Client Plan, and changes needed to address the issue(s). If the TBS being provided has been ineffective and client is not progressing toward identified goals, possible treatment alternatives, and the reason that only additionally requested TBS will be effective, and not identified alternative(s).
 - 5) Significant changes, challenges, and or obstacles to client environment and progress.
 - 6) Review and update of TBS Client Plan to address new target behaviors, interventions and outcomes as necessary and appropriate; and as necessary significant changes to client environment (e.g., change of residence).
 - 7) Provision of skills/strategies to parents/caregivers to provide continuity of care when TBS is discontinued.
 - iii. Contractor must initiate Utilization Request no less than ten (10) days prior to the end of the approved service period.
- c. Contractor shall complete a progress summary every ninety (90) days. However, progress summaries may be requested more frequently as deemed necessary by the Deputy Director

of Child and Youth Services or designated TBS Coordinator. Progress summaries must be reviewed by the TBS coordinator to ensure that TBS continues to be effective for the beneficiary in making progress towards the specified measurable outcomes.

d. Contractor shall monitor the number of hours and days TBS are provided, and shall be responsible for requesting continuation of services according to the timelines identified in section I.A.6.b.

e. Utilization Decision

- i. For utilization decisions other than the expedited decisions described below in section I.A.6.e.ii., County shall provide notice as expeditiously as the client's mental health condition requires and within fourteen (14) calendar days following receipt of the request for service, with a possible extension of up to fourteen (14) additional calendar days, if the client or Contractor requests an extension; or if County identifies a need for additional information.
- ii. In cases in which Contractor or County determines that following the standard timeframe could seriously jeopardize the client's life or health or ability to attain, maintain, or regain maximum function, the County will make an expedited utilization 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 utilization request. The County may extend the three (3) working daytime period by up to fourteen (14) calendar days if the client requests an extension, or if the County identifies a need for additional information.
- iii. The County shall notify the Contractor of any decision to deny a utilization request, or to approve a service in an amount, duration, or scope that is less than requested.

6. TBS Assessment Process

a. TBS Assessment

- i. Meets medical necessity criteria;

- ii. Is full scope Medi-Cal under twenty-one (21) years of age;
 - iii. Is a member of the certified class
 - iv. Needs specialty mental health services in addition to TBS; and
 - v. Has specific behaviors and/or symptoms that require TBS.
- b. TBS Assessment must:
 - i. Identify the client's specific behaviors and/or symptoms that jeopardize current placement and/or symptoms that are expected to interfere with transitioning to a lower level of placement;
 - ii. Describe the critical nature of the situation, severity of the clients' behaviors and/or symptoms, other less intensive services that have been tried and/or considered, and why TBS would be appropriate;
 - iii. Provide sufficient clinical information to support the need for TBS;
 - iv. Identify what changes in behavior and/or symptoms TBS is expected to achieve and how the child's therapist or treatment team will know when these services have been successful and can be reduced or terminated; and
 - v. Identify skills and adaptive behaviors that the client is using now to manage the problem behavior and/or is using in other circumstances that could replace the specified problem behaviors and/or symptoms.

7. TBS Client Plan

- a. TBS Services provided shall be specified in a written treatment plan using a format provided or approved by County (herein referred to as "TBS Client Plan"). TBS is not a stand-alone service. The TBS Client Plan shall include the following criteria:
 - i. Specific target behaviors or symptoms that jeopardize the current placement or present a barrier to transition to a lower level of care (e.g., tantrums, property destruction, assaultive behavior in school).
 - ii. Specific interventions to resolve targeted behaviors or symptoms, such as anger management techniques.

- iii. Specific description of changes in behaviors and/or symptoms that interventions are intended to produce, including a time frame for those changes.
 - iv. Specific outcome measures that can be used to demonstrate that the frequency of targeted behaviors has declined and has been replaced with adaptive behaviors.
 - v. The TBS Client Plan shall be developed, signed and dated by the TBS staff member, and co-signed by the supervising mental health clinician.
- b. The TBS Client Plan should be adjusted to identify new behaviors, interventions, and outcomes as necessary and appropriate; and reviewed and updated as necessary whenever there is a change in the child/youth's residence.
 - c. As TBS is a short-term service, each TBS Client Plan must include a transition plan from the inception of this service to decrease and/or discontinue TBS when no longer needed or appear to have reached a plateau in benefit effectiveness.
 - d. When applicable, the TBS Client Plan must include a plan for transition to adult services when the beneficiary turns twenty-one (21) years old and is no longer eligible for TBS. The plan shall address assisting parents and/or caregivers with skills and strategies to provide continuity of care when this service is discontinued.
 - e. For clients between eighteen (18) and twenty-one (21) years of age notes regarding any special considerations should be taken into account, e.g., the identification of an adult case manager.
 - f. If the TBS are intensive and last for several months without observable improvement towards the treatment goals, the client shall be re-evaluated for a more appropriate placement.
 - g. TBS Client Plan Addendum

A TBS Client Plan Addendum shall be used to document the following:

- i. Significant changes in the client's environment since the initial development of the TBS Client Plan.
- ii. When TBS has not been effective, and the client is not making progress as expected there must be

documented evidence in the chart and any additional information indicating the consideration of alternatives.

8. Progress Notes

Progress notes are required each day TBS is delivered and must include a comprehensive summary covering the time that services were provided. In the progress note, the time of the service may be noted by contact/shift. As with other MHP progress notes, staff travel, and documentation time are included with direct service time; on call time may not be claimed. The following must be clearly documented:

- a. Occurrences of specific behaviors and/or symptoms that jeopardize the residential placement or prevent transitions to a lower level of placement;
- b. Significant interventions identified in the Client Treatment Plan.

9. Strategies to Address Quality Improvement Including Increase Utilization

- a. Contractor shall participate with the County in the development and convening of two (2) annual meetings lasting a minimum of two (2) hours each to review the core minimum TBS data elements on access, utilization, and behavioral and institutional risk reduction. One (1) meeting will be a general forum open to the public and the other meeting will include designees of local authorities.
- b. Contractor shall summarize the meeting findings in a brief TBS report within thirty (30) days of each meeting.
- c. Contractor shall participate in outreach efforts to County mental health providers and local authorities / departments.

10. Service Delivery and Staffing Requirements

- a. TBS must be provided by a licensed practitioner of the healing arts or by trained staff members who are under the direction of a licensed practitioner of the healing arts. The qualifications of organizational provider staff delivering this service will be determined by the MHP and may include non-licensed staff. The individuals providing this service must be available on-site to intervene with the child/youth as needed.

- b. Commensurate with scope of practice, TBS may be provided by any of the following staff:
 - i. Licensed Physician;
 - ii. Licensed/Registered/Waivered Clinical Psychologist;
 - iii. Licensed/Registered/Waivered Clinical Social Worker;
 - iv. Licensed/Registered/Waivered Marriage and Family Therapist;
 - v. Register Nurse;
 - vi. Licensed Vocational Nurse;
 - vii. Licensed Psychiatric Technician;
 - viii. Occupational Therapist; or
 - ix. Staff with other education/experience qualifications. The San Mateo County staffing guideline shall be for TBS staff to have a minimum of a bachelor's degree in a mental health related field. TBS workers shall be licensed practitioners of the healing arts or trained staff members who are under the direction of a licensed practitioner of the healing arts.
- c. TBS is not to supplant other mental health services provided by other mental health staff.
- d. Direct TBS providers delivering services in group homes may not be counted in the group home staffing ratio.
- e. Contractor must have contact with the parents or caregivers of the client. Contact must be with individuals identified as significant in the clients' life, and must be directly related to the needs, goals and interventions of the TBS client plan. These 'collateral TBS' must meet the requirements of Title 9, CCR, Sections 1810.206 and 1840.314.

B. Health Order Compliance Requirements

Comply with employer requirements established by Cal-OSHA through the COVID -19 Prevention Non-Emergency Regulations which are chaptered in the California Code of Regulations, Title 8-Cal/OSHA, Chapter 4 Division of Industrial Safety, Subchapter 7 General Industry Safety Orders, Section 3205 COVID-19 Prevention.

This section applies to all employees and places of employment with the exception of locations with one employee that does not have contact with other persons, employees working from home, or employees teleworking

from a location of the employee's choice, which is not under the control of the employer.

Employers can comply with this section by either maintaining a COVID-19 Plan that was required by previous contract conditions or as part of the required Injury and Illness Prevention Program required by Section 3203.

Employers are required to comply with COVID-19 Prevention requirements of Cal/OSHA.

More information, including access to the text of the regulations, COVID-19 Prevention Plan Templates, Frequently Asked Questions, and Fact Sheets can be found at https://www.dir.ca.gov/dosh/coronavirus/Non_Emergency_Regulations/.

II. ADMINISTRATIVE REQUIREMENTS

A. Disaster and Emergency Response Plans

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

CONTRACTOR shall submit the Emergency Plan to the County within ninety (90) days after the beginning of the Term of the Agreement and no later than September 30th. The Emergency Plan will follow the template provided in Attachment T: Sample Template for Disaster and Emergency Response Plan as a guide when developing the plan, adding any categories or items as needed for the Contractor's unique situation. The submitted Emergency Plan will be subject to the reasonable approval of the County. CONTRACTOR shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. CONTRACTOR will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. CONTRACTOR shall train employees

on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

CONTRACTOR shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

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

B. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than five percent (5%),

and 3) first appointment will be within fourteen (14) days of referral or request of service. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

2. Referring Individuals to Psychiatrist

Contractor will have written procedures for referring individuals to a psychiatrist or physician when necessary.

3. Medication Support Services

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

- a. Medications are logged in, verified, counted and added to inventory sheets.
- b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
- c. Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.
- d. All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
- e. Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
- f. Medications are disposed of after the expiration date and recorded.
- g. Injectable multi-dose vials are dated and initialed when opened.

- h. A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.
- i. "Stock" medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

4. Timely Access to Services

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

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

5. Record Retention

Section 15 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

6. Documentation of Services

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

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

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

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

7. Audits

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

8. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Beneficiary/Patient's Rights

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

c. Advance Directives

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

9. Beneficiary Brochure and Provider Lists

Contractor must provide Medi-Cal beneficiaries new to BHRS with a beneficiary brochure at the time of their first mental health service from the Contractor. Contractors are required to be aware of and make available to BHRS Medi-Cal clients all mandatory postings listed at this website

<http://www.smchealth.org/bhrs/providers/mandpost>.

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

a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.

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

- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
 - i. Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
 - ii. Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
 - iii. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.
- d. Confidentiality Training

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

11. Other Required Training

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

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

Trainings may be offered through the County's Learning Management System (LMS) located at:

https://sanmateocounty.csod.com/LMS/catalog/Welcome.aspx?tab_page_id=-67.

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

<https://sanmateocounty.csod.com/selfreg/register.aspx?c=bhrrscp01>

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

12. Site Certification

- a. Contractor will comply with all site certification requirements. Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, MediCal, Medicare, or Drug MediCal.
- b. Contractor is required to inform BHRS Quality Management, in advance, of the following major changes:
 - i. Major leadership or staffing changes.
 - ii. Major organizational and/or corporate structure changes (example: conversion to non-profit status).
 - iii. Any changes in the types of services being provided at that location; day treatment or medication support services when medications are administered or dispensed from the provider site.
 - iv. Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
 - v. Change of ownership or location.
 - vi. Complaints regarding the provider.

13. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management on the same day of the incident or within 24 hours 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, including but

not limited to participation in quality improvement meetings, provision of all information requested by the County relevant to the incident, and Contractor staff cooperation.

14. Ineligible Employees

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

- a. Credentialing Check – Initial
During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRS. Attachment A – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment A and return it along with all other contract forms.
- b. Credentialing Check – Monthly
Contractor will complete Attachment A – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: HS_BHRS_QM@smcgov.org or via a secure electronic format.

15. 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>.

16. Fingerprint Compliance

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

- a. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR
- b. Obtain an exemption from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

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

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.

19. Medical Enrollment

Contractor shall be enrolled in the MediCal program or in the process of becoming enrolled. Contractor will keep BHRS informed on their enrollment status and submit proof of MediCal enrollment.

C. Cultural Competency

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

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

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

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
- c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual

orientation in health records to improve service provision and help in planning and implementing CLAS standards.

- d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
 - e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
- 2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend a Health Equity Initiative (HEI), including but not limited to the Diversity & Equity Council (DEC), for the term of the Agreement. Participation in an HEI/DEC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the HEI/DEC, and other cultural competence efforts within BHRS, contact ODE or visit <https://www.smchealth.org/health-equity-initiatives>.
 - 3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact ODE.
 - 4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to ODE by March 31st, copies of Contractor's health-related materials in English and as translated.
 - 5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program

Manager and ODE (ode@smcgov.org) to plan for appropriate technical assistance.

D. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

III. GOALS AND OBJECTIVES / REPORTING

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

A. Therapeutic Behavioral Services

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

Objective 1: At least eighty percent (80%) of children served will be maintained at the current or a reduced level of placement during the receipt of TBS and for thirty (30) days following the receipt of direct TBS.

Data shall be collected by Contractor

Goal 2: Child/youth shall be offered an opportunity to respond to a satisfaction survey concerning TBS.

Data shall be collected by Contractor in collaboration with County

Goal 3: Contractor shall enhance the program's family-professional partnerships.

Objective 1: Contractor shall involve each child's family in the treatment process. This shall be measured by a rating of "satisfied" in ninety percent (90%) of all questions related to involvement in the therapeutic process in the Youth Satisfaction Survey – Family (YSSF).

Data shall be collected by Contractor in collaboration with County

*** END OF EXHIBIT A ***

Exhibit B
Fred Finch Youth Center
2025-2028

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of section 3 of this Agreement, County shall pay Contractor in the manner described below:

I. PAYMENTS

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 section 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed THREE MILLION DOLLARS (\$3,000,000).

B. Rates and Method of Payment

1. 2025-2026

For this period County shall pay Contractor a maximum of ONE MILLION five HUNDRED THOUSAND DOLLARS (\$1,500,000) for services as described in Exhibit A, Paragraph I.A., Therapeutic Behavioral Services.

Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be reimbursed the Fee for Services rates in the Exhibit C for the provision of services described in Section I of Exhibit A. County reserves the right to adjust the rates in the event of an increase in volume and/or request reimbursement for County amount paid in excess of Contractor's cost of TBS services.

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

a. General TBS described in Paragraph I.A. of Exhibit A.

- b. Development of initial TBS Client Treatment Plan – as described in Paragraph I.A.3 of Exhibit A. Such payment shall be exclusive of and separate from payment for all other services as described in Paragraph I.B.1 of Exhibit A.
 - i. Number of clients to serve is referenced in Section I.A.1.d. of Exhibit A.
 - ii. Contractor shall only be reimbursed for services by direct services staff. The cost of providing supervisory and administrative support is included in the rates in Exhibit C..
 - iii. The billing unit for TBS is staff time, based on rates as identified in Exhibit C.
 - iv. TBS are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except on the day of admission to those services.

2. 2026-2027

For this period County shall pay Contractor a maximum of ONE MILLION five HUNDRED THOUSAND DOLLARS (\$1,500,000) for services as described in Exhibit A, Paragraph I.A., Therapeutic Behavioral Services.

Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be reimbursed the Fee for Services rates in the Exhibit C for the provision of services described in Section I of Exhibit A. County reserves the right to adjust the rates in the event of an increase in volume and/or request reimbursement for County amount paid in excess of Contractor's cost of TBS services.

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

- a. General TBS described in Paragraph I.A. of Exhibit A.
- b. Development of initial TBS Client Treatment Plan – as described in Paragraph I.A.3 of Exhibit A. Such payment shall be exclusive of and separate from payment for all other services as described in Paragraph I.B.1 of Exhibit A.

- i. Number of clients to serve is referenced in Section I.A.1.d. of Exhibit A.
 - ii. Contractor shall only be reimbursed for services by direct services staff. The cost of providing supervisory and administrative support is included in the rates in Exhibit C..
 - iii. The billing unit for TBS is staff time, based on rates as identified in Exhibit C.
 - iv. TBS are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except on the day of admission to those services.
- C. Modifications to the allocations in section B of this Exhibit B may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in section 3 of this Agreement.
- D. 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.
- E. In the event this Agreement is terminated prior to June 30, 2027, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of San Mateo County Health or designee.
- F. 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.
- G. 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).
- H. 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 BHRS-Contracts-Unit@smcgov.org; OR

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

- I. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of San Mateo County Health or designee.

- J. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- K. 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.
- L. The implementation of State CalAIM (California Medi-Cal reform) may impact the manner in which claims, reporting and payments are handled. Contractor will comply with any and all State and/or County required changes, upon request, in a timely manner.
- M. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to section 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

N. 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.

O. 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 section II.B.5 of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three (3) 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 ***

CalAIM - DHCS Outpatient Rates FY25-26

Exhibit C: San Mateo County Mental Health Contrator Outpatient Rates with TBS, FY 2025-26

CalAIM Service Code	CalAIM Service Description	CPT / HCPCS Code	Time Associated with Code (Mins) for Purposes of Rate	Psychiatrist/ Contracted Psychiatrist	Physicians Assistant	Nurse Practitioner / Certified Nurse Specialist	RN	LVN	Licensed Psychiatric Technician	Medical Assistant	Pharmacist	Psychologist / Pre-licensed Psychologist	LCSW / LPCC / MFT	Occupational Therapist	Peer Recovery Specialist	MHRS / Other Qualified Providers
		PROVIDER TYPE	HOURLY RATE	\$ 1,493.23	\$ 669.71	\$ 742.55	\$ 606.53	\$ 318.62	\$ 273.15	\$ 219.03	\$ 714.77	\$ 600.53	\$ 388.62	\$ 517.31	\$ 308.95	\$ 292.38
10CA **	GROUP THERAPY 26+ MIN	90853	50	\$ 276.52	\$ 124.02	\$ 137.51						\$ 111.21	\$ 71.97			
14CA ***	MD NP ASSESSMENT 31+ MIN	90792	60	\$ 1,493.23	\$ 669.71	\$ 742.55										
150CA	MEDICATION GROUP	H0034	15	\$ 82.96	\$ 37.21	\$ 41.25	\$ 33.70	\$ 17.70	\$ 15.17	\$ 12.17	\$ 39.71					\$ 16.24
16CA	MEDICATION INJECTION	96372	15	\$ 373.31	\$ 167.43	\$ 185.64	\$ 151.63	\$ 79.66	\$ 68.29	\$ 54.76						
17CA	MEDICATION SUPPORT	H0034	15	\$ 373.31	\$ 167.43	\$ 185.64	\$ 151.63	\$ 79.66	\$ 68.29	\$ 54.76	\$ 178.69					
2CA	CRISIS INTERVENTION	H2011	15	\$ 373.31	\$ 167.43	\$ 185.64	\$ 151.63	\$ 79.66	\$ 68.29		\$ 178.69	\$ 150.13	\$ 97.15	\$ 129.33		\$ 73.09
41CA *	FAMILY THERAPY 26+ MIN	90847	50	\$ 1,244.36	\$ 558.09	\$ 618.79						\$ 500.44	\$ 323.85			
51CA	CASE MANAGEMENT	T1017	15	\$ 373.31	\$ 167.43	\$ 185.64	\$ 151.63	\$ 79.66	\$ 68.29	\$ 54.76	\$ 178.69	\$ 150.13	\$ 97.15	\$ 129.33		\$ 73.09
5CA	ASSESSMENT NON MD	H0031	15		\$ 167.43	\$ 185.64	\$ 151.63	\$ 79.66	\$ 68.29		\$ 178.69	\$ 150.13	\$ 97.15	\$ 129.33		\$ 73.09
6CA	PLAN DEVELOPMENT NON MD	H0032	15		\$ 167.43	\$ 185.64	\$ 151.63	\$ 79.66	\$ 68.29		\$ 178.69	\$ 150.13	\$ 97.15	\$ 129.33		\$ 73.09
70CA	REHABILITATION GROUP	H2017	15	\$ 82.96	\$ 37.21	\$ 41.25	\$ 33.70	\$ 17.70	\$ 15.17	\$ 12.17	\$ 39.71	\$ 33.36	\$ 21.59	\$ 28.74		\$ 16.24
7CA	REHABILITATION	H2017	15	\$ 373.31	\$ 167.43	\$ 185.64	\$ 151.63	\$ 79.66	\$ 68.29	\$ 54.76	\$ 178.69	\$ 150.13	\$ 97.15	\$ 129.33		\$ 73.09
90832CA	INDIVIDUAL THERAPY 16-37	90832	30	\$ 746.62	\$ 334.85	\$ 371.27						\$ 300.26	\$ 194.31			
90834CA	INDIVIDUAL THERAPY 38-52	90834	45	\$ 1,119.92	\$ 502.28	\$ 556.91						\$ 450.40	\$ 291.46			
90837CA *	INDIVIDUAL THERAPY 53+ MIN	90837	60	\$ 1,493.23	\$ 669.71	\$ 742.55						\$ 600.53	\$ 388.62			
90839CA	PSYCHOTHERAPY for CRISIS 30+ MIN	90839	60	\$ 1,493.23	\$ 669.71	\$ 742.55						\$ 600.53	\$ 388.62			
90840CA	PSYCHOTHERAPY for CRISIS, each addtl 30 Min (MIS ONLY)	90840	30	\$ 746.62	\$ 334.85	\$ 371.27						\$ 300.26	\$ 194.31			
90885CA ***	ASSESSMENT (ONLY CHART REVIEW) 31+ MIN	90885	60	\$ 1,493.23	\$ 669.71	\$ 742.55						\$ 600.53	\$ 388.62			
96110CA ***	DEVELOPMENTAL SCREENING 31+ Min	96110	60	\$ 1,493.23	\$ 669.71	\$ 742.55	\$ 606.53			\$ 219.03		\$ 600.53	\$ 388.62	\$ 517.31		
96112CA	DEVELOPMENTAL TESTING, 31+ Min	96112	60	\$ 1,493.23	\$ 669.71	\$ 742.55						\$ 600.53		\$ 517.31		
96113CA	DEVELOPMENTAL TESTING, each attl 30 Min (MIS ONLY)	96113	30	\$ 746.62	\$ 334.85	\$ 371.27						\$ 300.26		\$ 258.65		
96116CA	NEUROBEHAVIORAL STATUS EXAM, 31+ Min	96116	60	\$ 1,493.23	\$ 669.71	\$ 742.55	\$ 606.53					\$ 600.53	\$ 388.62			
96121CA	NEURO STATUS EXAM, each addl hr (MIS ONLY)	96121	60	\$ 1,493.23	\$ 669.71	\$ 742.55	\$ 606.53					\$ 600.53	\$ 388.62			
96125CA ***	Standard Cognitive Performance Testing 31+ MIN	96125	60	\$ 1,493.23	\$ 669.71	\$ 742.55										
96127CA ***	Brief Behavioral Assessment 31+ MIN	96127	60	\$ 1,493.23	\$ 669.71	\$ 742.55	\$ 606.53			\$ 219.03		\$ 600.53	\$ 388.62			
96132CA	NEURO PSYCH TEST EVAL, 31+ MIN	96132	60	\$ 1,493.23	\$ 669.71	\$ 742.55						\$ 600.53				

CalAIM - DHCS Outpatient Rates FY25-26

CalAIM Service Code	CalAIM Service Description	CPT / HCPCS Code	Time Associated with Code (Mins) for Purposes of Rate	Psychiatrist/ Contracted Psychiatrist	Physicians Assistant	Nurse Practitioner / Certified Nurse Specialist	RN	LVN	Licensed Psychiatric Technician	Medical Assistant	Pharmacist	Psychologist / Pre-licensed Psychologist	LCSW / LPCC / MFT	Occupational Therapist	Peer Recovery Specialist	MHRS / Other Qualified Providers
		PROVIDER TYPE	HOURLY RATE	\$ 1,493.23	\$ 669.71	\$ 742.55	\$ 606.53	\$ 318.62	\$ 273.15	\$ 219.03	\$ 714.77	\$ 600.53	\$ 388.62	\$ 517.31	\$ 308.95	\$ 292.38
96133CA	NEURO PSYCH TEST EVAL, Each Addtl Hour (MIS ONLY)	96133	60	\$ 1,493.23	\$ 669.71	\$ 742.55						\$ 600.53				
96136CA	PSYCH or NEURO TEST ADMIN, 16+ MIIN	96136	30	\$ 746.62	\$ 334.85	\$ 371.27						\$ 300.26				
96137CA	PSYCH or NEURO TEST ADMIN , Each Addtl 30 Min (MIS ONLY)	96137	30	\$ 746.62	\$ 334.85	\$ 371.27						\$ 300.26				
99212CA	MEDICATION VISIT 10-19 MINUTES	99212	15	\$ 373.31	\$ 167.43	\$ 185.64										
99213CA	MEDICATION VISIT 20-29 MINUTES	99213	25	\$ 622.18	\$ 279.05	\$ 309.39										
99214CA	MEDICATION VISIT 30-39 MINUTES	99214	35	\$ 871.05	\$ 390.66	\$ 433.15										
99215CA	MEDICATION VISIT 40+ MIN	99215	47	\$ 1,169.70	\$ 524.60	\$ 581.66										
99347CA	MEDICATION VISIT 20-29 MINUTES (RESIDENTIAL ONLY)	99347	25	\$ 622.18	\$ 279.05	\$ 309.39										
99348CA	MEDICATION VISIT 30-39 MINUTES (RESIDENTIAL ONLY)	99348	35	\$ 871.05	\$ 390.66	\$ 433.15										
99349CA	MEDICATION VISIT 40-59 MINUTES (RESIDENTIAL ONLY)	99349	50	\$ 1,244.36	\$ 558.09	\$ 618.79										
99350CA	MEDICATION VISIT 60+ MIN (RESIDENTIAL ONLY)	99350	67	\$ 1,667.44	\$ 747.84	\$ 829.18										
99366CA	NONMD TEAM CONF. PT/FAM PRESENT	99366	60		\$ 669.71	\$ 742.55	\$ 606.53			\$ 219.03	\$ 714.77	\$ 600.53	\$ 388.62	\$ 517.31		
99367CA	MD TEAM CONF. PT/FAM NOT PRESENT	99367	60	\$ 1,493.23												
99368CA	NON MD TEAM CONF PT NOT PRESENT	99368	60		\$ 669.71	\$ 742.55	\$ 606.53			\$ 219.03	\$ 714.77	\$ 600.53	\$ 388.62	\$ 517.31		
99415CA	Prolonged E&M Service, First Hour (MIS ONLY) (30+ to be billable)	99415	60													
99416CA	Prolonged E&M Service, each addtl 30 min (MIS ONLY)	99416	30	\$ 746.62	\$ 334.85	\$ 371.27										
99417CA	Prolonged E&M Service, each addtl 15 min (MIS ONLY)	99417	15	\$ 373.31	\$ 167.43	\$ 185.64										
99484CA	MD directed BH care management 20+ MIN	99484	60	\$ 1,493.23	\$ 669.71	\$ 742.55	\$ 606.53	\$ 318.62	\$ 273.15	\$ 219.03	\$ 714.77	\$ 600.53	\$ 388.62			
CFTICC_CA	CHILDREN AND FAMILY TEAM ICC	H2000	15	\$ 373.31	\$ 167.43	\$ 185.64	\$ 151.63	\$ 79.66	\$ 68.29	\$ 54.76	\$ 178.69	\$ 150.13	\$ 97.15	\$ 129.33		\$ 73.09
H0025	PEER SUPPORT PREVENTION EDUCATION GROUP	H0025	15												\$ 17.16	
H0033	MEDICATION ADMINISTRATION	H0033	15	\$ 373.31	\$ 167.43	\$ 185.64	\$ 151.63	\$ 79.66	\$ 68.29		\$ 178.69	\$ 150.13	\$ 97.15	\$ 129.33		\$ 73.09
H0038	PEER SUPPORT SELF HELP ENGAGE THERAPY	H0038	15												\$ 77.24	
ICC_CA	INTENSIVE CARE COORDINATION	T1017	15	\$ 373.31	\$ 167.43	\$ 185.64	\$ 151.63	\$ 79.66	\$ 68.29	\$ 54.76	\$ 178.69	\$ 150.13	\$ 97.15	\$ 129.33		\$ 73.09

CalAIM - DHCS Outpatient Rates FY25-26

CalAIM Service Code	CalAIM Service Description	CPT / HCPCS Code	Time Associated with Code (Mins) for Purposes of Rate	Psychiatrist/ Contracted Psychiatrist	Physicians Assistant	Nurse Practitioner / Certified Nurse Specialist	RN	LVN	Licensed Psychiatric Technician	Medical Assistant	Pharmacist	Psychologist / Pre-licensed Psychologist	LCSW / LPCC / MFT	Occupational Therapist	Peer Recovery Specialist	MHRS / Other Qualified Providers
		PROVIDER TYPE	HOURLY RATE	\$ 1,493.23	\$ 669.71	\$ 742.55	\$ 606.53	\$ 318.62	\$ 273.15	\$ 219.03	\$ 714.77	\$ 600.53	\$ 388.62	\$ 517.31	\$ 308.95	\$ 292.38
IHBS2CA	IHBS CRISIS INTERVENTION	H2011	15	\$ 373.31	\$ 167.43	\$ 185.64	\$ 151.63	\$ 79.66	\$ 68.29		\$ 178.69	\$ 150.13	\$ 97.15	\$ 129.33		\$ 73.09
IHBS41CA *	IHBS FAMILY THERAPY 26+ MIN	90847	50	\$ 1,244.36	\$ 558.09	\$ 618.79						\$ 500.44	\$ 323.85			
IHBS5CA	IHBS ASSESSMENT NON MD	H0031	15		\$ 167.43	\$ 185.64	\$ 151.63	\$ 79.66	\$ 68.29		\$ 178.69	\$ 150.13	\$ 97.15	\$ 129.33		\$ 73.09
IHBS6CA	IHBS PLAN DEVELOPMENT NON MD	H0032	15		\$ 167.43	\$ 185.64	\$ 151.63	\$ 79.66	\$ 68.29		\$ 178.69	\$ 150.13	\$ 97.15	\$ 129.33		\$ 73.09
IHBS7CA	IHBS REHABILITATION	H2017	15	\$ 373.31	\$ 167.43	\$ 185.64	\$ 151.63	\$ 79.66	\$ 68.29	\$ 54.76	\$ 178.69	\$ 150.13	\$ 97.15	\$ 129.33		\$ 73.09
IHBS90832	IHBS INDIVIDUAL THERAPY 16-37	90832	30	\$ 746.62	\$ 334.85	\$ 371.27						\$ 300.26	\$ 194.31			
IHBS90834	IHBS INDIVIDUAL THERAPY 38-52	90834	45	\$ 1,119.92	\$ 502.28	\$ 556.91						\$ 450.40	\$ 291.46			
IHBS90837*	IHBS INDIVIDUAL THERAPY 53+ MIN	90837	60	\$ 1,493.23	\$ 669.71	\$ 742.55						\$ 600.53	\$ 388.62			
T1013	SIGN LANG OR ORAL INTERPRETIVE	T1013	15	\$ 20.72	\$ 20.72	\$ 20.72	\$ 20.72	\$ 20.72	\$ 20.72	\$ 20.72	\$ 20.72	\$ 20.72	\$ 20.72	\$ 20.72	\$ 20.72	\$ 20.72
T1013M	MEDICAL SIGN LANG OR ORAL INTERPRETIVE (14CA, 16CA, 99212CA-99215CA, 99347CA-99350CA)	T1013	15	\$ 20.72	\$ 20.72	\$ 20.72				\$ 20.72						
T1013X	SIGN LANG OR ORAL INTERPRETIVE (6CA, 7CA, 51CA, 70CA, CFTICC_CA, ICC_CA, IHBS6CA, IHBS7CA)	T1013	15													
T2021 *	Therapy substitute, 15 minutes (MIS ONLY)	T2021	15	\$ 373.31	\$ 167.43	\$ 185.64	\$ 20.72	\$ 20.72	\$ 20.72	\$ 20.72	\$ 20.72	\$ 20.72	\$ 20.72	\$ 20.72		\$ 20.72
T2021G **	Therapy substitute, 15 minutes (MIS ONLY)	T2021	15	\$ 82.96	\$ 37.21	\$ 41.25						\$ 150.13	\$ 97.15			
T2024 ***	Assessment substitute, 15 minutes (MIS ONLY)	T2024	15	\$ 373.31	\$ 167.43	\$ 185.64				\$ 54.76		\$ 150.13	\$ 97.15	\$ 129.33		

CalAIM - DHCS Outpatient Rates FY25-26

CalAIM Service Code	CalAIM Service Description	CPT / HCPCS Code	Time Associated with Code (Mins) for Purposes of Rate	Psychiatrist/ Contracted Psychiatrist	Physicians Assistant	Nurse Practitioner / Certified Nurse Specialist	RN	LVN	Licensed Psychiatric Technician	Medical Assistant	Pharmacist	Psychologist / Pre-licensed Psychologist	LCSW / LPCC / MFT	Occupational Therapist	Peer Recovery Specialist	MHRS / Other Qualified Providers
		PROVIDER TYPE	HOURLY RATE	\$ 1,493.23	\$ 669.71	\$ 742.55	\$ 606.53	\$ 318.62	\$ 273.15	\$ 219.03	\$ 714.77	\$ 600.53	\$ 388.62	\$ 517.31	\$ 308.95	\$ 292.38

PSYNERGY - Additional Codes

90791CA ***	PSYCHIATRIC DIAGNOSTIC EVAL 31+ MIN	90791	60	\$ 1,493.23	\$ 669.71	\$ 742.55						\$ 600.53	\$ 388.62			
90833CA	THERAPY WITH MED SERVICE 16-37 MIN	90833	30	\$ 746.62	\$ 334.85	\$ 371.27										
90836CA	THERAPYWITH MED SERVICE 38-52 MIN	90836	45	\$ 1,119.92	\$ 502.28	\$ 556.91										
90838CA	THERAPY WITH MED SERVICE 53+ MIN	90838	60	\$ 1,493.23	\$ 669.71	\$ 742.55										
90849CA **	MULTI FAMILY GROUP COUNSELING 43+ MIN	90849	84	\$ 464.56	\$ 208.35	\$ 231.01						\$ 186.83	\$ 120.90			
90887CA	EXPLANATION PROCEDURE RESULTS 26-50 MINS (cannot be extended)	90887	50	\$ 1,244.36	\$ 558.09	\$ 618.79					\$ 595.64	\$ 500.44	\$ 323.85	\$ 431.09		
99202CA	MED OFFICE VISIT NEW CLIENT 15-29 MIN	99202	22	\$ 547.52	\$ 245.56	\$ 272.27										
99203CA	MED OFFICE VISIT NEW CLIENT 30-44 MIN	99203	37	\$ 920.83	\$ 412.99	\$ 457.90										
99204CA	MED OFFICE VISIT NEW CLIENT 45-59 MIN	99204	52	\$ 1,294.13	\$ 580.41	\$ 643.54										
99205CA	MED OFFICE VISIT NEW CLIENT 60+ MIN	99205	67	\$ 1,667.44	\$ 747.84	\$ 829.18										
99441CA	PHONE EVAL_MANAGEMENT 5-10 MIN	99441	8	\$ 199.10	\$ 89.29	\$ 99.01										
99442CA	PHONE EVAL_MANAGEMENT 11-20 MIN	99442	16	\$ 398.20	\$ 178.59	\$ 198.01										
99443CA	PHONE EVAL_MANAGMENT 21-30 MIN (can not be extended)	99443	26	\$ 647.07	\$ 290.21	\$ 321.77										
99451CA	ELEC. HEALTH ASSESS CONSULT 5-30 MIN (cannot be extended)	99451	18	\$ 447.97												

CalAIM - DHCS Outpatient Rates FY25-26

CalAIM Service Code	CalAIM Service Description	CPT / HCPCS Code	Time Associated with Code (Mins) for Purposes of Rate	Psychiatrist/ Contracted Psychiatrist	Physicians Assistant	Nurse Practitioner / Certified Nurse Specialist	RN	LVN	Licensed Psychiatric Technician	Medical Assistant	Pharmacist	Psychologist / Pre-licensed Psychologist	LCSW / LPCC / MFT	Occupational Therapist	Peer Recovery Specialist	MHRS / Other Qualified Providers
		PROVIDER TYPE	HOURLY RATE	\$ 1,493.23	\$ 669.71	\$ 742.55	\$ 606.53	\$ 318.62	\$ 273.15	\$ 219.03	\$ 714.77	\$ 600.53	\$ 388.62	\$ 517.31	\$ 308.95	\$ 292.38

FRED FINCH ONLY

		PROVIDER TYPE	HOURLY RATE										\$ 407.72			\$ 309.91
58CA	TBS	H2019	15										\$ 101.93			\$ 77.48

Updated
4/3/2025

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

Fred Finch Youth & Family Services

Name of Contractor

Signed by:

Thomas N Alexander

Signature of Authorized Official

Thomas N Alexander

Name (please print)

President & CEO

Title (please print)

04/18/2025

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, b, or c)

- ☐ a. Has no employees
- ☐ b. Employs fewer than 15 persons
- ☒ c. 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:

Thomas N Alexander

Name of Contractor(s):

Fred Finch Youth & Family Services

Street Address or P.O. Box:

3800 Coolidge Ave.

City, State, Zip Code:

Oakland, CA 94602

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

Signature:

Signed by:

Thomas N Alexander

DAB6F25ABB7949D...

Title of Authorized Official:

President & CEO

Date:

04/18/2025

*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."