

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

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and 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

## **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 SIX MILLION SIX HUNDRED EIGHTY-SEVEN THOUSAND SEVENTY-EIGHT DOLLARS (\$6,687,078). 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, 2022 through June 30, 2025.

## **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.

## **6. Contract Materials**

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

## **7. Relationship of Parties**

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

## **8. Hold Harmless**

### **a. General Hold Harmless**

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

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

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

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

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

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

**b. Intellectual Property Indemnification**

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

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for

County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

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

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

## **9. Assignability and Subcontracting**

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

## **10. Insurance**

### **a. General Requirements**

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

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

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

### **c. Liability Insurance**

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

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

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

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

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

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

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

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

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

### **a. General Non-discrimination**

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

### **b. Equal Employment Opportunity**

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

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

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

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

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

### **e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by

the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

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

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

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

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

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

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

#### **h. Compliance with Living Wage Ordinance**

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

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

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

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

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

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

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with



this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

#### **15. Merger Clause; Amendments**

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

#### **16. Controlling Law; Venue**

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

#### **17. Notices**

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

In the case of County, to:

Name/Title: Jason Kimborough  
Address: 2000 Alameda de Las Pulgas, Suite 200  
Telephone: 650-599-1071  
Email: [JKimborough@smcgov.org](mailto:JKimborough@smcgov.org)

In the case of Contractor, to:

Name/Title: Fred Finch Youth Center  
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](mailto:Tomalexander@Fredfinch.org)

**18. Electronic Signature**

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

**19. Payment of Permits/Licenses**

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

\* \* \*

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

COUNTY OF SAN MATEO

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

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

ATTEST:

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

FRED FINCH YOUTH CENTER

  
\_\_\_\_\_  
Contractor's Signature

Date: 1/19/2022  
\_\_\_\_\_

**EXHIBIT A – SERVICES**  
**FRED FINCH YOUTH CENTER**  
**FY 2022-2025**

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); Integrated Full-Service Partnership (FSP) services for both in County youth and out-of-County clients in foster care placements, and as meet medical necessity; Medication Support services, Crisis Intervention, and Mental Health Services. 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.

II. Description of Services FY 2022-2023

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. A necessary component of this service activity is having the staff person on-site and immediately available to intervene for a specified period of time. The expectation is that the staff person will be with the child/youth for a designated time period which may vary in length and may be up to twenty-four (24) hours a day, depending upon the needs of the child/youth. Services shall be available up to twenty-four (24) hours a day, seven (7) days a week as approved.
- c. Two important components of delivering TBS include the following:
  - i. Making collateral contacts with family members, caregivers, and others 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;
  - ii. The maximum amount of services minutes provided shall not exceed 47,820 minutes for all clients per month.
  - iii. Service minutes for all clients per year shall not exceed 573,840.
- 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 Paragraphs 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 Paragraphs 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 Client Plan, which must include at least one (1) TBS intervention. The TBS Client Plan must meet the criteria as set forth in Paragraph I.A.8;
  - iii. Progress notes for each TBS service provided. Documentation requirements for progress notes are set forth in Paragraph 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) Strategy to decrease intensity of services, initiate transition plan, and/or terminate services when TBS has promoted progress toward measurable outcomes identified in the TBS Client Plan; or client has reached plateau in benefit effectiveness.
    - 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 Paragraph I.A.6.b.
- e. Utilization Decision
  - i. For utilization decisions other than the expedited decisions described below in Paragraph 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 day time period by up to fourteen (14) calendar days if the client requests an extension, or if the County identifies a need for additional information.
  - 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

- a. TBS Assessments must be done initially and are part of a separate process to determine the need for TBS. The TBS Assessment must be completed using a format provided and approved by the County. The TBS Assessment must identify that client:
  - 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 Assessments 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 must be identified as an intervention on the overall Client Treatment and Recovery 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. Registered 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. Full Service Partnership Services (FSP)**

Full-Service Partnership (FSP) program services are strength-based wraparound and crisis response services tailored to meet the specific mental health, educational, social and cultural needs of youth placed in foster care placements outside of San Mateo County, as well as their foster parents/caregivers. The FSP Program shall provide enrollees an array of clinical and non-clinical services in order to promote wellness, resilience and stability in their foster care placements, and as applicable, to prepare for transition back to a family/community placement. Services shall be provided for clients between six and eighteen years of age who are severely mentally disabled (SED) and who may have co-occurring alcohol and/or substance abuse issues. Services will also be available for enrollee's foster care providers and/or parents/family members.

**1. Program Capacity**

- a. The FSP program will meet the needs of ten (10) SED child/youth (C/Y) and Transitional Age Youth (TAY) who are in foster care placements outside of San Mateo County.
- b. Contact with each client as often as clinically necessary, which shall be least weekly.

- c. Services shall be available to clients residing within ninety (90) minutes' drive of Contractor primary office locations. Those locations are:

3800 Coolidge Avenue  
Oakland, CA 94602

2523 El Portal Drive, Suite 201  
San Pablo, CA 94806

126 West 25<sup>th</sup> Avenue, Suite 202  
San Mateo, CA 94403

2. FSP teams shall be responsible for delivery of services and service outcomes. FSP staff shall provide the services identified in the enrollee's individualized care plan (Care Plan). The FSP team will work in collaboration with BHRS, foster care providers and/or parents/family members, enrollees, and staff from other involved agencies such as schools, other providers and other members or significant others identified by the family as members of the Child/Youth Family team (C/YFT).

The services below shall be available to FSP enrollees. Clinical services shall be provided as described in Paragraph I.B.2. ("Mental Health Services") of this Exhibit A.

Plan Development  
Individual Therapy  
Family therapy  
Rehabilitation services  
Crisis Intervention  
Peer/ Family Support  
Case management  
Collateral  
Brokerage  
24 hour/7 day per week crisis response  
Psycho-educational training  
Medication Support Services  
ICC (Intensive Case Coordinator)  
IHBS (Intensive Home Base Services)

3. Initiation of Services

No later than five (5) days following referral by County a member of the FSP team shall establish a meeting with the C/Y SED client and caregiver and/or family to conduct an orientation and strengths assessment to enroll the client, and to set the groundwork for the first C/YFT meeting.

Within each team, a Care Coordinator shall be identified for each enrollee.

The C/YFT shall develop the individualized care plan ("Wrap Plan") which shall identify the highest priority needs which may include but not be limited to any of the five (5) life domains: 1) support/self-efficiency, 2) education, 3) employment, 4) wellness, and 5) safety and permanence. Action steps shall be developed and responsibility for completing those steps shall be assigned. The C/YFT shall meet as often as needed to address the enrollee and caregiver/family's needs. The treatment timeline shall be as follows:

4. Phases of Service

a. Referral and Pre-Engagement

Upon receipt of an authorized referral, Contractor shall assign a Care Coordinator/Therapist who shall work with a Parent or Youth Partner. Staff shall initiate contact with caregiver and/or family members and client and shall convene a meeting within one (1) week of receiving the referral. During an initial visit by the Care Coordinator, immediate safety needs shall be assessed, which may result in a referral for TBS.

b. Engagement

Contractor shall develop and prepare the C/YFT. Formal therapy may begin with client and caregiver and/or family members. Within 2 – 4 weeks of receipt of referral the C/YFT shall have an initial meeting. A safety plan is developed and approved by the C/YFT.

c. Planning

C/YFT will assess strengths, determine ground rules, create individualized goal statement, assess and prioritize needs across life domains, determine goals and short-term outcome indicators for each goal, select strategies, assure accuracy and feasibility of safety plans, and establish frequency and schedule of interventions. Transitional planning shall be part of initial planning, including discharge planning. Client will be engaged in individual therapy, and families will be engaged in family therapy as needed.

C/YFT meetings will typically continue on a weekly or biweekly basis. Frequency of meetings may vary but shall not be less than monthly. Individual, family or collateral therapy meetings shall occur at least weekly.

d. Implementation

Activities will build on the initial plan and family strengths. The plan will be reviewed to refine goals and intervention strategies.

Therapy will continue on a weekly basis. Peer support for caregivers will be provided by Family Partners on an ongoing basis. C/YFT meetings will support the family to identify, locate and utilize resources.

e. Transition

Contractor and BHRS staff shall agree on decision to move into this phase. This decision shall be based upon the stability of the client and a successful adjustment to his or her support system.

C/YFT shall develop transition plans, including a post-transition crisis management plan. The frequency of C/YFT meetings shall be dependent upon the needs of the client.

f. Post-Treatment

Clients and/or families shall have access to formal or informal support as needed. Transition plans shall be maintained for two (2) years post treatment.

5. Non-Clinical Services for FSP's

a. Outreach and Engagement



Contractor shall actively participate in the care planning process. Enrollees and their foster care providers and/or families shall be included in all Care Team meetings and shall be the final decision makers in the treatment process.

- b. Contractor shall make available transportation, childcare and home-based services to increase client engagement.
- c. Foster caregiver/Family support services

Services shall address not only the enrollee but shall support the foster caregiver and/or family when they have their own mental health or substance abuse needs. The FSP shall facilitate access to services, interfacing with Adult Mental Health Services (MHS) or Alcohol and Other Drug Services (AOD) of BHRM when family members meet MHS and/or AOD criteria or providing crisis/brief intervention services to those not meeting criteria and referring them to primary care or community resources, as needed.

Foster caregiver/family support services support shall include peer support and encouragement to enhance the foster caregiver and/or family's community and natural supports, transportation services, and supports as identified in the individualized action plan. Services for foster caregiver/family shall include, but not be limited to the following:

- 1) Caregiver/parent management curriculum for dealing with behavior problems.
- 2) Support groups.
- 3) Educational groups focusing on mental illness, co-occurring disorders and finding resources.
- 4) Night and weekend enrollee activities.
- 5) Contractor shall provide Family Partners who shall be part of the FSP team and shall be assigned to a child/youth/family to provide support in identifying strengths, pinpointing areas of growth, and creating plans that will promote positive change.
- 6) Shadow services (1:1 mentoring).
- 7) Any services that is needed in order to manage the youth safely in the current placement.

## 6. Flexible Funds - all FSP Programs

The FSP teams shall utilize flexible funds to support unique needs identified in the individualized action plan of FSP enrollees, or during a crisis, to avert placement at a higher level of care. The Contractor shall manage the fiscal distribution of the flexible funds for enrollees. This shall include:

- a. Maintaining proper documentation of fund transactions and distribution.
- b. Providing all pertinent documentation required for maintenance of fiscal and pragmatic accountability.

7. Admission and Discharge – FSP program.

- a. The County Child Welfare BHRS Unit will manage the overall referral and authorization process in collaboration with the review/authorization committees.
- b. Services shall be provided for unserved and underserved populations.
- c. The SB163 Program entry point for enrollment of children/youth will be through the Interagency Placement Review Committee (IPRC), which is comprised of representatives from the Human Services Agency (Children and Family Services), BHRS (Mental Health Services and AOD), the Probation Department (Juvenile Probation Division), and Education. The IPRC will oversee authorization to the ten (10) SB163 slots. The FSP team will adhere to all current SB163 enrollment and disenrollment protocols.
- d. Under-served populations include FSP C/Y currently in foster care placement outside of San Mateo County.
- e. BHRS will review enrollee status and progress towards planned transition with the appropriate FSP Clinical Case Manager and determine when the FSP program has met individual/family goals and discharge planning should be initiated, with a step down to less intensive services and natural supports.
- f. Contractor may not refuse to enroll clients who have been referred to them by the County. Upon authorization following the team assessment and planning process, the appropriate FSP Clinical Case Manager will complete the full system documentation if the client is not already open to the system.

8. Staffing for FSP programs

Program staff for the FSP program shall include the following:

Program Director	0.50 FTE
Program Specialist	0.20 FTE
Quality Assurance Staff	0.13 FTE
Senior Director	0.05 FTE
Admin/Data Staff	0.20FTE
Mental Health Therapist	1.50 FTE
PNP	0.05 FTE
Youth Partner	0.50 FTE
Parent Partner	0.50 FTE

The total staffing count for the FSP program will be three point sixty-three (3.63).

- a. Care Coordinators shall work with 6 to 8 clients concurrently, providing 3 to 5 hours of direct client care weekly. Care Coordinators shall use 60% of their time providing direct client services.
- b. Each enrollee shall have a Care Coordinator and shall be assigned Family and/or Youth Partner as needed.
- c. Staff shall reflect the ethnic / cultural / linguistically diverse populations that are served by these programs and shall include staff that are Spanish speaking.
- d. Staff training shall be provided in the following areas:
  - 1) Family Systems
  - 2) Crisis Assessment and Intervention
  - 3) Cultural Competence in Assessment and Service Delivery
  - 4) Documentation
  - 5) Strength Based Treatment Planning
  - 6) Wraparound Philosophy
  - 7) Home Visiting
  - 8) De-escalation
  - 9) Motivational Interviewing
  - 10) Co-occurring Disorders Assessment and Treatment
  - 11) Harm Reduction
  - 12) Human Development
  - 13) SED/DD
  - 14) Grief Counseling

Staff shall also participate in BHRS system wide trainings in the following areas:

- 1) Cultural competence
- 2) Sexual orientation and gender differences
- 3) Consumer culture
- 4) Co-occurring disorder assessment and treatment skills
- 5) Cognitive behavioral approaches, including Trauma Focused CBT

e. Family and Youth Partners

- 1) The Family Partner must have personal knowledge and experience as a caregiver for a special needs' child.
- 2) The Youth Partner must have personal experience as a consumer of mental health services.

f. Contractor shall utilize updated SB163 Wrap Around Program training sessions developed for the original pilot to train staff. Family members and system of care staff shall be included at every session.

9. Volume of Services

Contractor will provide the minimum volume of services per contract period established below. One (1) unit equals one (1) minute of service. The average level of service per enrollee shall be four (4) hours per week.

III. Description of Services FY 2023-2024

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. A necessary component of this service activity is having the staff person on-site and immediately available to intervene for a specified period of time. The expectation is that the staff person will be with the child/youth for a designated time period which may vary in length and may be up to twenty-four (24) hours a day, depending upon the needs of the child/youth. Services shall be available up to twenty-four (24) hours a day, seven (7) days a week as approved.
- c. Two important components of delivering TBS include the following:
  - i. Making collateral contacts with family members, caregivers, and others 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 BHRS 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;
  - ii. The maximum amount of service minutes provided shall not exceed 47,820 minutes for all clients per month;
  - iii. Service minutes for all clients per year shall not exceed 573,840
- 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 Paragraphs 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. Members 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 Paragraphs 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 Client Plan, which must include at least one (1) TBS intervention. The TBS Client Plan must meet the criteria as set forth in Paragraph I.A.8;

- iii. Progress notes for each TBS service provided. Documentation requirements for progress notes are set forth in Paragraph 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) Strategy to decrease intensity of services, initiate transition plan, and/or terminate services when TBS has promoted progress toward measurable outcomes identified in the TBS Client Plan; or client has reached plateau in benefit effectiveness.
    - 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 Paragraph I.A.6.b.
- e. Utilization Decision
  - i. For utilization decisions other than the expedited decisions described below in Paragraph 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 day time period by up to fourteen (14) calendar days if the client requests an extension, or if the County identifies a need for additional information.
  - 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 must be identified as an intervention on the overall Client Treatment and Recovery 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. Registered 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. Full Service Partnership Services (FSP)

Full Service Partnership (FSP) program services are strength-based wraparound and crisis response services tailored to meet the specific mental health, educational, social and cultural needs of youth placed in foster care placements outside of San Mateo County, as well as their foster parents/caregivers. The FSP Program shall provide enrollees an array of clinical and non-clinical services in order to promote wellness, resilience and stability in their foster care placements, and as applicable, to prepare for transition back to a family/community placement. Services shall be provided for clients between six and eighteen years of age who are severely mentally disabled (SED) and who may have co-occurring alcohol and/or substance abuse issues. Services will also be available for enrollee's foster care providers and/or parents/family members.

### 1. Program Capacity

The FSP program will meet the needs of ten (10) SED child/youth (C/Y) and Transitional Age Youth (TAY) who are in foster care placements outside of San Mateo County.

- a. Twenty-four (24) hour, seven (7) day a week availability of program staff.
- b. Contact with each client as often as clinically necessary, which shall be least weekly.
- c. Services shall be available to clients residing within ninety (90) minutes' drive of Contractor primary office locations. Those locations are:

3800 Coolidge Avenue  
Oakland, CA 94602

2523 El Portal Drive, Suite 201  
San Pablo, CA 94806

126 West 25<sup>th</sup> Avenue, Suite 202  
San Mateo, CA 94403

2. FSP teams shall be responsible for delivery of services and service outcomes. FSP staff shall provide the services identified in the enrollee's individualized care plan (Care Plan). The FSP team will work in collaboration with BHRS, foster care providers and/or parents/family members, enrollees, and staff from other involved agencies such as schools, other providers and other members or significant others identified by the family as members of the Child/Youth Family team (C/YFT).

The services below shall be available to FSP enrollees. Clinical services shall be provided as described in Paragraph I.B.2. ("Mental Health Services") of this Exhibit A.

Plan Development  
Individual Therapy  
Family Therapy  
Rehabilitation Services  
Crisis Intervention  
Peer/Family Support  
Case Management  
Collateral  
Brokerage  
24 hour/7 day per week crisis response  
Psycho-educational training  
Medication Support Services  
ICC (Intensive Case Coordinator)  
IBHS (Intensive Home Base Services)

3. Initiation of Services

No later than five (5) working days following referral by County a member of the FSP team shall establish a meeting with the C/Y SED client and caregiver and/or family to conduct an orientation and strengths assessment to enroll the client, and to set the groundwork for the first C/YFT meeting.

Within each team, a Care Coordinator shall be identified for each enrollee.

The C/YFT shall develop the individualized care plan (“Wrap Plan”) which shall identify the highest priority needs which may include but not be limited to any of the five (5) life domains: 1) support/self-efficiency, 2) education, 3) employment, 4) wellness, and 5) safety and permanence. Action steps shall be developed and responsibility for completing those steps shall be assigned. The C/YFT shall meet as often as needed to address the enrollee and caregiver/family’s needs. The treatment timeline shall be as follows:

#### 4. Phases of Services

##### a. Referral and Pre-Engagement

Upon receipt of an authorized referral, Contractor shall assign a Care Coordinator/Therapist who shall work with a Parent or Youth Partner. Staff shall initiate contact with caregiver and/or family members and client and shall convene a meeting within one (1) week of receiving the referral. During an initial visit by the Care Coordinator, immediate safety needs shall be assessed, which may result in a referral for TBS.

##### b. Engagement

Contractor shall develop and prepare the C/YFT. Formal therapy may begin with client and caregiver and/or family members. Within 2 – 4 weeks of receipt of referral the C/YFT shall have an initial meeting. A safety plan is developed and approved by the C/YFT.

##### c. Planning

C/YFT will assess strengths, determine ground rules, create individualized goal statement, assess and prioritize needs across life domains, determine goals and short-term outcome indicators for each goal, select strategies, assure accuracy and feasibility of safety plans, and establish frequency and schedule of interventions. Transitional planning shall be part of initial planning, including discharge planning. Client will be engaged in individual therapy, and families will be engaged in family therapy as needed.

C/YFT meetings will typically continue on a weekly or biweekly basis. Frequency of meetings may vary but shall not be less than monthly. Individual, family or collateral therapy meetings shall occur at least weekly.

##### d. Implementation

Activities will build on the initial plan and family strengths. The plan will be reviewed to refine goals and intervention strategies.

Therapy will continue on a weekly basis. Peer support for caregivers will be provided by Family Partners on an ongoing basis. C/YFT meetings will support the family to identify, locate and utilize resources.

e. Transition

Contractor and BHRS staff shall agree on decision to move into this phase. This decision shall be based upon the stability of the client and a successful adjustment to his or her support system.

C/YFT shall develop transition plans, including a post-transition crisis management plan. The frequency of C/YFT meetings shall be dependent upon the needs of the client.

f. Post-Treatment

Clients and/or families shall have access to formal or informal support as needed. Transition plans shall be maintained for two (2) years post treatment.

5. Non-Clinical Services for FSP's

a. Outreach and Engagement

Contractor shall actively participate in the care planning process. Enrollees and their foster care providers and/or families shall be included in all Care Team meetings and shall be the final decision makers in the treatment process.

b. Contractor shall make available transportation, childcare and home-based services to increase client engagement.

c. Foster caregiver/Family support services



Services shall address not only the enrollee but shall support the foster caregiver and/or family when they have their own mental health or substance abuse needs. The FSP shall facilitate access to services, interfacing with Adult Mental Health Services (MHS) or Alcohol and Other Drug Services (AOD) of BHRS when family members meet MHS and/or AOD criteria or providing crisis/brief intervention services to those not meeting criteria and referring them to primary care or community resources, as needed.

Foster caregiver/family support services support shall include peer support and encouragement to enhance the foster caregiver and/or family's community and natural supports, transportation services, and supports as identified in the individualized action plan. Services for foster caregiver/family shall include, but not be limited to the following:

- 1) Caregiver/parent management curriculum for dealing with behavior problems.
- 2) Support groups.
- 3) Educational groups focusing on mental illness, co-occurring disorders and finding resources.
- 4) Night and weekend enrollee activities
- 5) Contractor shall provide Family Partners who shall be part of the FSP team and shall be assigned to a child/youth/family to provide support in identifying strengths, pinpointing areas of growth, and creating plans that will promote positive change.
- 6) Shadow services (1:1 mentoring)
- 7) Any services that is needed in order to manage the youth safely in the current placement.

#### 6. Flexible Funds – all FSP Programs

The FSP teams shall utilize flexible funds to support unique needs identified in the individualized action plan of FSP enrollees, or during a crisis, to avert placement at a higher level of care. The Contractor shall manage the fiscal distribution of the flexible funds for enrollees. This shall include:

- a. Maintaining proper documentation of fund transactions and distribution.
- b. Providing all pertinent documentation required for maintenance of fiscal and pragmatic accountability.

#### 7. Admission and Discharge – FSP program

- a. The County Child Welfare BHRS Unit will manage the overall referral and authorization process in collaboration with the review/authorization committees.
- b. Services shall be provided for unserved and underserved populations.
- c. The SB163 Program entry point for enrollment of children/youth will be through the Interagency Placement Review Committee (IPRC), which is comprised of representatives from the Human Services Agency (Children and Family Services), BHRS (Mental Health Services and AOD), the Probation Department (Juvenile Probation Division), and Education. The IPRC will oversee authorization to the ten (10) SB163 slots. The FSP team will adhere to all current SB163 enrollment and disenrollment protocols.
- d. Under-served populations include FSP C/Y currently in foster care placement outside of San Mateo County.
- e. BHRS will review enrollee status and progress towards planned transition with the appropriate FSP Clinical Case Manager and determine when the FSP program has met individual/family goals and discharge planning should be initiated, with a step down to less intensive services and natural supports.
- f. Contractor may not refuse to enroll clients who have been referred to them by the County. Upon authorization following the team assessment and planning process, the appropriate FSP Clinical Case Manager will complete the full system documentation if the client is not already open to the system.

#### 8. Staffing for FSP Programs

Program staff for the FSP program shall include the following:

Program Director	0.50 FTE
Program Specialist	0.20 FTE
Quality Assurance Staff	0.13 FTE
Senior Director	0.05 FTE
Admin/Data Staff	0.20 FTE
Mental Health Therapist	1.50 FTE
PNP	0.05 FTE
Youth Partner	0.50 FTE
Parent Partner	0.50 FTE

The total staffing count for the FSP program will be three point sixty-three (3.63).

- a. Care Coordinators shall work with 6 to 8 clients concurrently, providing 3 to 5 hours of direct client care weekly. Care Coordinators shall use 60% of their time providing direct client services.
- b. Each enrollee shall have a Care Coordinator and shall be assigned Family and/or Youth Partner as needed.
- c. Staff shall reflect the ethnic / cultural / linguistically diverse populations that are served by these programs and shall include staff that are Spanish speaking.
- d. Staff training shall be provided in the following areas:
  - 1) Family Systems
  - 2) Crisis Assessment and Intervention
  - 3) Cultural Competence in Assessment and Service Delivery
  - 4) Documentation
  - 5) Strength Based Treatment Planning
  - 6) Wraparound Philosophy
  - 7) Home Visiting
  - 8) De-escalation
  - 9) Motivational Interviewing
  - 10) Co-occurring Disorders Assessments and Treatment
  - 11) Harm Reduction
  - 12) Human Development
  - 13) SED/DD
  - 14) Grief Counseling

Staff shall also participate in BHRS system wide trainings in the following areas:

- 1) Cultural competence
  - 2) Sexual orientation and gender differences
  - 3) Consumer culture
  - 4) Co-occurring disorder assessment and treatment skills
  - 5) Cognitive behavioral approaches, including Trauma Focused CBT
- e. Family and Youth Partners
    - 1) The Family Partner must have personal knowledge and experience as a caregiver for a special needs' child
    - 2) The Youth Partner must have personal experience as a consumer of mental health services.

- f. Contractor shall utilize updated SB163 Wrap Around Program training sessions developed for the original pilot to train staff. Family members and system of care staff shall be included at every session.

#### 9. Volume of Services

Contractor will provide the minimum volume of services per contract period established below. One (1) unit equals one (1) minute of service. The average level of service per enrollee shall be four (4) hours per week.

### IV. Description of Services FY 2024-2025

#### 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. A necessary component of this service activity is having the staff person on-site and immediately available to intervene for a specified period of time. The expectation is that the staff person will be with the child/youth for a designated time period which may vary in length and may be up to twenty-four (24) hours a day, depending upon the needs of the child/youth. Services shall be available up to twenty-four (24) hours a day, seven (7) days a week as approved.
- 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

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;
  - ii. The maximum amount of services minutes provided shall not exceed 47,820 minutes for all clients per month.
  - iii. Service minutes for all clients per year shall not exceed 573,840.
- 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 Paragraphs 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 Paragraphs 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 Paragraph I.A.8;
  - iii. Progress notes for each TBS service provided. Documentation requirements for progress notes are set forth in Paragraph 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 Paragraph I.A.6.b.
- e. Utilization Decision
  - i. For utilization decisions other than the expedited decisions described below in Paragraph 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 day time period by up to fourteen (14) calendar days if the client requests an extension, or if the County identifies a need for additional information.
  - 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 must be identified as an intervention on the overall Client Treatment and Recovery 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. Full Service Partnership Services (FSP)

mental health, educational, social and cultural needs of youth placed in foster care placements outside of San Mateo County, as well as their foster parents/caregivers. The FSP Program shall provide enrollees an array of clinical and non-clinical services in order to promote wellness, resilience and stability in their foster care placements, and as applicable, to prepare for transition back to a family/community placement. Services shall be provided for clients between six and eighteen years of age who are severely mentally disabled (SED) and who may have co-occurring alcohol and/or substance abuse issues. Services will also be available for enrollee's foster care providers and/or parents/family members.

##### 1. Program Capacity

- a. The FSP program will meet the needs of ten (10) SED child/youth (C/Y) and Transitional Age Youth (TAY) who are in foster care placements outside of San Mateo County.
- b. Contact with each client as often as clinically necessary, which shall be least weekly.

- c. Services shall be available to clients residing within ninety (90) minutes' drive of Contractor primary office locations. Those locations are:

3800 Coolidge Avenue  
Oakland, CA 94602

2523 El Portal Drive, Suite 201  
San Pablo, CA 94806

126 West 25<sup>th</sup> Avenue, Suite 202  
San Mateo, CA 94403

2. FSP teams shall be responsible for delivery of services and service outcomes. FSP staff shall provide the services identified in the enrollee's individualized care plan (Care Plan). The FSP team will work in collaboration with BHRS, foster care providers and/or parents/family members, enrollees, and staff from other involved agencies such as schools, other providers and other members or significant others identified by the family as members of the Child/Youth Family team (C/YFT).

The services below shall be available to FSP enrollees. Clinical services shall be provided as described in Paragraph I.B.2. ("Mental Health Services") of this Exhibit A.

Plan Development  
Individual Therapy  
Family Therapy  
Rehabilitation Services  
Crisis Intervention  
Peer/Family Support  
Case Management  
Collateral  
Brokerage  
24 hour/7 day per week crisis response  
Psycho-educational training  
Medication support Services  
ICC (Intensive Case Coordinator)  
IBHS (Intensive Home Base Services)

3. Initiation of Services

No later than five (5) days following referral by County a member of the FSP team shall establish a meeting with the C/Y SED client and caregiver and/or family to conduct an orientation and strengths assessment to enroll the client, and to set the groundwork for the first C/YFT meeting.

Within each team, a Care Coordinator shall be identified for each enrollee.

The C/YFT shall develop the individualized care plan ("Wrap Plan") which shall identify the highest priority needs which may include but not be limited to any of the five (5) life domains: 1) support/self-efficiency, 2) education, 3) employment, 4) wellness, and 5) safety and permanence. Action steps shall be developed and responsibility for completing those steps shall be assigned. The C/YFT shall meet as often as needed to address the enrollee and caregiver/family's needs. The treatment timeline shall be as follows:

#### 4. Phases of Services

##### a. Referral and Pre-Engagement

Upon receipt of an authorized referral, Contractor shall assign a Care Coordinator/Therapist who shall work with a Parent or Youth Partner. Staff shall initiate contact with caregiver and/or family members and client and shall convene a meeting within one (1) week of receiving the referral. During an initial visit by the Care Coordinator, immediate safety needs shall be assessed, which may result in a referral for TBS.

##### b. Engagement

Contractor shall develop and prepare the C/YFT. Formal therapy may begin with client and caregiver and/or family members. Within 2 – 4 weeks of receipt of referral the C/YFT shall have an initial meeting. A safety plan is developed and approved by the C/YFT.

##### c. Planning

C/YFT will assess strengths, determine ground rules, create individualized goal statement, assess and prioritize needs across life domains, determine goals and short-term outcome indicators for each goal, select strategies, assure accuracy and feasibility of safety plans, and establish frequency and schedule of interventions. Transitional planning shall be part of initial planning, including discharge planning. Client will be engaged in individual therapy, and families will be engaged in family therapy as needed.

C/YFT meetings will typically continue on a weekly or biweekly basis. Frequency of meetings may vary but shall not be less than monthly. Individual, family or collateral therapy meetings shall occur at least weekly.

d. Implementation

Activities will build on the initial plan and family strengths. The plan will be reviewed to refine goals and intervention strategies.

Therapy will continue on a weekly basis. Peer support for caregivers will be provided by Family Partners on an ongoing basis. C/YFT meetings will support the family to identify, locate and utilize resources.

e. Transition

Contractor and BHRS staff shall agree on decision to move into this phase. This decision shall be based upon the stability of the client and a successful adjustment to his or her support system

C/YFT shall develop transition plans, including a post-transition crisis management plan. The frequency of C/YFT meetings shall be dependent upon the needs of the client.

f. Post-Treatment

Clients and/or families shall have access to formal or informal support as needed. Transition plans shall be maintained for two (2) years post treatment.

5. Non-Clinical Services for FSP's

a. Outreach and Engagement

Contractor shall actively participate in the care planning process. Enrollees and their foster care providers and/or families shall be included in all Care Team meetings and shall be the final decision makers in the treatment process.

- b. Contractor shall make available transportation, childcare and home-based services to increase client engagement.
- c. Foster caregiver/ Family support services

Services shall address not only the enrollee but shall support the foster caregiver and/or family when they have their own mental health or substance abuse needs. The FSP shall facilitate access to services, interfacing with Adult Mental Health Services (MHS) or Alcohol and Other Drug Services (AOD) of BHRS when family members meet MHS and/or AOD criteria or providing crisis/brief intervention services to those not meeting criteria and referring them to primary care or community resources, as needed.

Foster caregiver/family support services shall include peer support and encouragement to enhance the foster caregiver and/or family's community and natural supports, transportation services, and supports as identified in the individualized action plan. Services for foster caregiver/family shall include, but not be limited to the following:

- 1) Caregiver/parent management curriculum for dealing with behavior problems.
- 2) Support groups
- 3) Educational groups focusing on mental illness, co-occurring disorders and finding resources.
- 4) Night and weekend enrollee activities.
- 5) Contractor shall provide Family Partners who shall be part of the FSP team and shall be assigned to a child/youth/family to provide support in identifying strengths, pinpointing areas of growth, and creating plans that will promote positive change.
- 6) Shadow services (1:1 mentoring).
- 7) Any services that is needed in order to manage the youth safely in the current placement.

## 6. Flexible Funds – all FSP Programs



The FSP teams shall utilize flexible funds to support unique needs identified in the individualized action plan of FSP enrollees, or during a crisis, to avert placement at a higher level of care. The Contractor shall manage the fiscal distribution of the flexible funds for enrollees. This shall include:

- a. Maintaining proper documentation of fund transactions and distribution.
- b. Providing all pertinent documentation required for maintenance of fiscal and pragmatic accountability.

7. Admission and Discharge – FSP program

- a. The County Child Welfare BHRS Unit will manage the overall referral and authorization process in collaboration with the review/authorization committees.
- b. Services shall be provided for unserved and underserved populations.
- c. The SB163 Program entry point for enrollment of children/youth will be through the Interagency Placement Review Committee (IPRC), which is comprised of representatives from the Human Services Agency (Children and Family Services), BHRS (Mental Health Services and AOD), the Probation Department (Juvenile Probation Division), and Education. The IPRC will oversee authorization to the ten (10) SB163 slots. The FSP team will adhere to all current SB163 enrollment and disenrollment protocols.
- d. Under-served populations include FSP C/Y currently in foster care placement outside of San Mateo County.
- e. BHRS will review enrollee status and progress towards planned transition with the appropriate FSP Clinical Case Manager and determine when the FSP program has met individual/family goals and discharge planning should be initiated, with a step down to less intensive services and natural supports.
- f. Contractor may not refuse to enroll clients who have been referred to them by the County. Upon authorization following the team assessment and planning process, the appropriate FSP Clinical Case Manager will complete the full system documentation if the client is not already open to the system.

8. Admission and Discharge – FSP program.
  - a. The County Child Welfare BHRS Unit will manage the overall referral and authorization process in collaboration with the review/authorization committees.
  - b. Services shall be provided for unserved and underserved populations.
  - c. The SB163 Program entry point for enrollment of children/youth will be through the Interagency Placement Review Committee (IPRC), which is comprised of representatives from the Human Services Agency (Children and Family Services), BHRS (Mental Health Services and AOD), the Probation Department (Juvenile Probation Division), and Education. The IPRC will oversee authorization to the ten (10) SB163 slots. The FSP team will adhere to all current SB163 enrollment and disenrollment protocols.
  - d. Under-served populations include FSP C/Y currently in foster care placement outside of San Mateo County.
  - e. BHRS will review enrollee status and progress towards planned transition with the appropriate FSP Clinical Case Manager and determine when the FSP program has met individual/family goals and discharge planning should be initiated, with a step down to less intensive services and natural supports.
  - f. Contractor may not refuse to enroll clients who have been referred to them by the County. Upon authorization following the team assessment and planning process, the appropriate FSP Clinical Case Manager will complete the full system documentation if the client is not already open to the system.
9. Staffing for FSP programs

Program staff for the FSP program shall include the following:

Program Director	0.50 FTE
Program Specialist	0.20 FTE
Quality Assurance Staff	0.13 FTE
Senior Director	0.05 FTE
Admin/Data Staff	0.20 FTE
Mental Health Therapist	1.50 FTE
PNP	0.05 FTE
Youth Partner	0.50 FTE
Partner	0.50 FTE

The total staffing count for the FSP program will be three point sixty-three (3.63).

- a. Care Coordinators shall work with 6 to 8 clients concurrently, providing 3 to 5 hours of direct client care weekly. Care Coordinators shall use 60% of their time providing direct client services.
- b. Each enrollee shall have a Care Coordinator and shall be assigned Family and/or Youth Partner as needed.
- c. Staff shall reflect the ethnic / cultural / linguistically diverse populations that are served by these programs and shall include staff that are Spanish speaking.
- d. Staff training shall be provided in the following areas:
  - 1) Family Systems
  - 2) Crisis Assessment and Intervention
  - 3) Cultural Competence in Assessment and Service Delivery
  - 4) Documentation
  - 5) Strength Based treatment Planning
  - 6) Wraparound Philosophy
  - 7) Home Visit
  - 8) De-escalation
  - 9) Motivational Interviewing
  - 10) Co-occurring Disorders Assessment and Treatment
  - 11) Harm Reduction
  - 12) Human Development
  - 13) SED/DD
  - 14) Grief Counseling

Staff shall also participate in BHRS system wide trainings in the following areas:

1. Cultural competence
2. Sexual orientation and gender differences
3. Consumer culture
4. Co-occurring disorder assessment and treatment skills
5. Cognitive behavioral approaches, including Trauma Focused CBT.

- e. Family and Youth Partners

- 1) The Family Partner must have personal knowledge and experience as caregiver for a special needs' child.

2) The Youth Partner must have personal experience as a consumer of mental health services.

- f. Contractor shall utilize updated SB163 Wrap Around Program training sessions developed for the original pilot to train staff. Family members and system of care staff shall be included at every session.

#### 10. Volume of Services

Contractor will provide the minimum volume of services per contract period established below. One (1) unit equals one (1) minute of service. The average level of service per enrollee shall be four (4) hours per week.

### V. Health Order Compliance

#### A. Health Order Compliance

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

At a minimum, Contractor will ensure the following:

1. All clients, staff and volunteers are required to wear face coverings, exceptions can be made for the children served as allowed under state and County health guidelines.
2. Contractor will create and implement protocols for personal protective equipment (PPE) use, handwashing, isolation for clients who test positive for COVID-19, and visitor protocols (if allowed under the current health order and in compliance with health order requirements (mass testing, which can be met by participating in the BHRS Surveillance Program).

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

B. Service Delivery During Health Order Restrictions

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

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

VI. Administrative Requirements (for all service components)

A. 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.

B. Referring Individuals to Psychiatrist

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

### C. Record Retention

Paragraph 14 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

### D. 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.

### E. Administering Satisfaction Surveys

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

### C. Cultural Competency

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](mailto:ODE@smcgov.org).

1. Out of county contractors must attest to compliance with all the pertinent cultural competence requirements in their host County contract. Out of county contractors shall submit the Office of Diversity & Equity ([ode@smcgov.org](mailto:ode@smcgov.org)) by March 31st, documentation of their compliance.

### 2. Technical Assistance

Contractors who are not able to comply with the cultural competence requirements will be asked to meet with the Program Manager and ODE (ode@smcgov.org) to plan for appropriate technical assistance.

D. Documentation of Services

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

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

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

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

E. 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).

F. Licensing Report

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

- G. 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.

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

- a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.
- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
  - 1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;



- 2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
- 3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

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

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

Contractor must register on the LMS site to access the training modules. The link to register for a LMS new account is: <https://sanmateocounty.csod.com/selfreg/register.aspx?c=bhrscp01>. Proof of training, such as certificate of completion, may be requested at any time during the term of this Agreement.

J. Site Certification

- a. Contractor will comply with all site certification requirements. Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, MediCal, Medicare, or Drug MediCal.

b. Contractor is required to inform BHRS Quality Management, in advance, of the following major changes:

- 1) Major leadership or staffing changes.
- 2) Major organizational and/or corporate structure changes (example: conversion to non-profit status).
- 3) Any changes in the types of services being provided at that location; day treatment or medication support services when medications are administered or dispensed from the provider site.
- 4) Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
- 5) Change of ownership or location.
- 6) Complaints regarding the provider.

K. Critical Incident Reporting

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

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

L. 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.

1. 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.

2. 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.

M. Advance Directives

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

N. 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.

O. 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.

P. 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>.

Q. 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>,

R. Fingerprint Certification

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

1. Adhere to CFR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the Contractor; or

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

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

S. Developmental Assets

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

T. Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, the credentials of its clinical staff (or obtain a waiver). All clinical personnel must comply with HIPAA regulations to obtain a National Provider Identifier (NPI) number. The license and NPI information shall be reported to the County through the completion of a County provided credentialing form and submitted to the BHRS Quality Management team. Thereafter, on a yearly basis, Contractor is responsible to conduct a re-credentialing check verifying the NPI number, and ensure that qualification standards have been met and all applicable licenses are current. Contractor need to complete Attachment A monthly and send it into QM.

U. Staff Termination

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

V. 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.

W. 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.

## VI. Goals and Objectives / Reporting

### 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

### B. Full Service Partnership Programs

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 level or a reduced level of placement during receipt of these services.

### C. All Programs

Goal 1: 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

### D. Reporting

### 1. Quarterly Service Reports

Contractor shall comply with all State Department of Health Care Services ('DHCS') reporting requirements for Mental Health Services Act Full Service Partnerships including collections using State instruments, maintenance according to State guidelines, and reporting using State processes. Data collected will include but are not to be limited to:

- a. Timely access data (time from receipt of referral to opening episode)
- b. Number of clients served total
- c. Number of unduplicated clients
- d. Client Demographic Data:
  - i. Name
  - ii. Age
  - iii. Ethnicity
  - iv. Gender identity and sexual orientation
  - v. Language
- e. Minutes provided to each client monthly
- f. Total minutes of service provided to all clients monthly
- g. Number of contacts with support person or family
- h. Client satisfaction
- i. Residential status
- j. Medical/psychiatric hospitalization
- k. Incarceration
- l. Justice System Involvement / legal events
- m. Emergency Intervention
- n. Education
- o. Employment
- p. Benefits
- q. Conservatorship / Payee Status

Quarterly reports will be sent to the BHRS Program Manager via email: [jkimbrough@smcgov.org](mailto:jkimbrough@smcgov.org).

### 3. MHSA

MHSA reporting includes all of the elements listed in VI.E.1. Some of domains will be measured at intervals {e.g., at three (3) months, six (6) months, annually, or at other relevant time intervals}. These indicators, methods and means of data capture shall be reported as determined by the DHCS. Data shall be reported to the DHCS per reporting requirements and copied to County.

Contractor shall provide twice-annual reports of these FSP data reported to the State to the Deputy Director of BHRS.

3. SB163

Contractor shall comply with all reporting requirements for SB163 including compliance with all State guidelines and reporting processes.

End of Exhibit A



EXHIBIT B – PAYMENTS AND RATES  
FRED FINCH YOUTH CENTER  
FY 2022-2025

County and Contractor hereby agree to amend this agreement to incorporate necessary language to meet Federal and State requirements during the term of this agreement.

In consideration of the services provided by Contractor in Exhibit A 3, County shall pay Contractor based on the following fee schedule:

I. Payments

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed SIX MILLION SIX HUNDRED EIGHTY-SEVEN THOUSAND SEVENTY-EIGHT DOLLARS (\$6,687,078)

1. FY 2022-2023

<u>Service</u>	<u>Maximum Amount</u>
Therapeutic Behavioral Services (TBS)	\$1,882,195
Full Service Partnership (FSP)	\$346,831
Total	\$2,229,026

a. Therapeutic Behavioral Services (TBS)

- i. For TBS described in Paragraph I.A. of Exhibit A, County shall pay Contractor on a fee for service basis at the rate of FOUR DOLLARS AND SEVENTY-SIX CENTS (\$4.76). County shall pay such rate less any third-party payments as set forth in Paragraph I.B. of this Exhibit B. County increased the rate from THREE DOLLARS AND TWENTY - EIGHT CENTS (\$3.28, a 4% increase from the FY 2019-20 rate of \$3.15) to FIVE DOLLARS AND FIFTY CENTS (\$5.50) in FY 2020-21 to accommodate a decrease in volume during the COVID-19 pandemic. County reserves the right to adjust the rate 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.
  - 1. General TBS described in Paragraph I.A. of Exhibit A.
  - 2. 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 this Exhibit A.
  - 3. Collateral services as described in Exhibit A.I.A.11.e.
- ii. Number of clients to serve and the amount of service minutes required are referenced in Section III.A.1.d. of Exhibit A.
- iii. In any event, the maximum amount due to Contractor for these services for FY 2021-2022 shall not exceed ONE MILLION EIGHT HUNDRED EIGHTY-TWO THOUSAND ONE HUNDRED NINETY-FIVE DOLLARS (\$1,882,195). County shall pay such rate less any third-party payments as set forth in Paragraph I.B. of this Exhibit B.
- iv. Contractor shall only be reimbursed for minutes worked by direct services staff. The cost of providing supervisory and administrative support is included in the per-minute rates in Paragraphs I.A.2 of this Exhibit B.
- v. The billing unit for TBS and Collateral Services is staff time, based on minutes.

- vi. 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.

b. Full Service Partnership Services (FSP)

i. Maximum Payment Amount ("MPA") for FSP Services

The total obligation of the County for payment for Contractor's actual costs for these services shall not exceed THREE HUNDRED FORTY-SIX THOUSAND EIGHT HUNDRED THIRTY-ONE DOLLARS (\$346,831), per fiscal year. The maximum obligation is also the "Maximum Payment Amount" ("MPA"), which is made up of funding that includes MSHA funding and revenue from third party billings. The revenue expected to be generated by third-party billings for Contractor's services under this Agreement is ONE HUNDRED THIRTY-NINE THOUSAND ONE HUNDRED THIRTY DOLLARS (\$139,130), per fiscal year. Revenue Component services shall be reported to County through the Monthly Invoice and Payment process as described in Paragraph I.B. of this Exhibit B.

ii. Contractor shall support County's capacity to bill third party payors for these services by:

- a) using Medicare-eligible providers;
- b) providing documentation adequate to support Contractor's services per County BHRS Documentation Manual (incorporated by reference herein); and
- c) submitting billing information required by this Agreement to the County in a timely manner.

iii. Monthly Payments

Unless otherwise authorized by the Chief of the Health System or designee, the monthly payments by County to Contractor for FSP services shall be TWENTY-EIGHT THOUSAND NINE HUNDRED TWO DOLLARS AND FIFTY-EIGHT CENTS (\$28,902.58).

2. FY 2023-2024

<u>Service</u>	<u>Maximum Amount</u>
Therapeutic Behavioral Services (TBS)	\$1,882,195
Full Service Partnership (FSP)	\$346,831
Total	\$2,229,026

a. Therapeutic Behavioral Services (TBS)

- i. For all TBS described in Paragraph I.A. of Exhibit A, County shall pay Contractor on a fee for service basis at the rate of FOUR DOLLARS AND SEVENTY-SIX CENTS (\$4.76) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.B. of this Exhibit B. County increased the rate from THREE DOLLARS AND TWENTY-EIGHT CENTS (\$3.28, a 4% increase from the FY 2019-20 rate of \$3.15) to FIVE DOLLARS AND FIFTY CENTS (\$5.50) in FY 2020-21 to accommodate a decrease in volume during the COVID-19 pandemic. County reserves the right to adjust the rate 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. The services shall include the following:
  1. General TBS as described in Paragraph I.A. of Exhibit A;
  2. 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 this Exhibit A.
  3. Collateral services as described in Exhibit A I.A.11.e.
- ii. Number of clients to serve and the amount of service minutes required are referenced in Exhibit A Paragraph III.A.I.d.
- iii. In any event, the maximum amount due to Contractor for these services for Fiscal Year 2020-2021 shall not exceed ONE MILLION EIGHT HUNDRED EIGHTY-TWO THOUSAND ONE HUNDRED NINETY-FIVE DOLLARS (\$1,882,195), County shall pay such rate less any third-party payments as set forth in Paragraph I.B. of this Exhibit B.

- iv. Contractor shall only be reimbursed for minutes worked by direct services staff. The cost of providing supervisory and administrative support is included in the per-minute rates in Paragraphs I.A.2. of this Exhibit B.
- v. The billing unit for TBS and Collateral Services is staff time, based on minutes.
- vi. 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.

b. Full Service Partnership Services (FSP)

i. Maximum Payment Amount ("MPA") for FSP Services

The total obligation of the County for payment for Contractor's actual costs for these services shall not exceed THREE HUNDRED FORTY-SIX THOUSAND EIGHT HUNDRED THIRY-ONE DOLLARS (\$346,831), per fiscal year. The maximum obligation is also the "Maximum Payment Amount" ("MPA"), which is made up of funding that includes MHSA funding and revenue from third party billings. The revenue expected to be generated by third-party billings for Contractor's services under this Agreement is ONE HUNDRED THIRTY-NINE THOUSAND ONE HUNDRED THIRTY DOLLARS (\$139,130), per fiscal year. Revenue Component services shall be reported to County through the Monthly Invoice and Payment process as described in Paragraph I.B. of this Exhibit B.

- ii. Contractor shall support County's capacity to bill third party payors for these services by:
  - a) using Medicare-eligible providers;
  - b) providing documentation adequate to support Contractor's services per County BHRS Documentation Manual (incorporated by reference herein); and
  - c) submitting billing information required by this Agreement to the County in a timely manner.
- iii. Monthly Payments

Unless otherwise authorized by the Chief of the Health System or designee, the monthly payments by County to Contractor for FSP services shall be TWENTY-EIGHT THOUSAND NINE HUNDRED TWO DOLLARS AND FIFTY-EIGHT CENTS (\$28,902.58).

3. FY 2024-2025

<u>Service</u>	<u>Maximum Amount</u>
Therapeutic Behavioral Services (TBS)	\$1,882,195
Full Service Partnership (FSP)	\$346,831
Total	\$2,229,026

a. Therapeutic Behavioral Services (TBS)

- i. For TBS described in Paragraph I.A. of Exhibit A, County shall pay Contractor on a fee for service basis at the rate of FOUR DOLLARS AND SEVENTY-SIX CENTS (\$4.76) County shall pay such rate less any third-party payments as set forth in Paragraph I.B. of this Exhibit B. County increased the rate from THREE DOLLARS AND TWENTY-EIGHT CENTS (\$3.28, a 4% increase from the FY 2019-20 rate of \$3.15) to FIVE DOLLARS AND FIFTY CENTS (\$5.50) in FY 2020-21 to accommodate a decrease in volume during the COVID-19 pandemic. County reserves the right to adjust the rate 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. The services shall include the following:
  1. General TBS as described in Paragraph I.A. of Exhibit A.
  2. 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 this Exhibit A.
  3. Collateral services as described in Exhibit A.I.A.11.e.
- ii. Number of clients to serve and the amount of service minutes required are referenced in Section III.A.1.d. of Exhibit A.

- iii. In any event, the maximum amount due to Contractor for these services for FY 2024-2025 shall not exceed ONE MILLION EIGHT HUNDRED EIGHTY-TWO THOUSAND HUNDRED NINETY-FIVE DOLLARS (\$1,882,195). County shall pay such rate less any third-party payments as set forth in Paragraph I.B. of this Exhibit B.
- iv. Contractor shall only be reimbursed for minutes worked by direct services staff. The cost of providing supervisory and administrative support is included in the per-minute rates in Paragraphs I.A.2 of this Exhibit B.
- v. The billing unit for TBS and Collateral Services is staff time, based on minutes.
- vi. 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.

b. Full Service Partnership Services (FSP)

i. Maximum Payment Amount ("MPA") for FSP Services

The total obligation of the County for payment for Contractor's actual costs for these services shall not exceed THREE HUNDRED FORTY-SIXTHOUSAND EIGHT HUNDRED THIRTY-ONE DOLLARS (\$346,831), per fiscal year. The maximum obligation is also the "Maximum Payment Amount" ("MPA"), which is made up of funding that includes MHSA funding and revenue from third party billings. The revenue expected to be generated by third-party billings for Contractor's services under this Agreement is ONE HUNDRED THIRTY-NINE THOUSAND ONE HUNDRED THIRTY DOLLARS (\$139,130), per fiscal year. Revenue Component services shall be reported to County through the Monthly Invoice and Payment process as described in Paragraph I.B. of this Exhibit B.

- ii. Contractor shall support County's capacity to bill third party payors for these services by:
  - a) using Medicare-eligible providers;
  - b) providing documentation adequate to support Contractor's services per County BHRS Documentation Manual (incorporated by reference herein); and

- c) submitting billing information required by this Agreement to the County in a timely manner.

- iii. Monthly Payments

Unless otherwise authorized by the Chief of the Health System or designee, the monthly payments by County to Contractor for FSP services shall be one twelfth of the maximum or TWENTY-EIGHT THOUSAND NINE HUNDRED TWO DOLLARS AND FIFTY-EIGHT CENTS (\$28,902.58).

- B. Election of Third Party Billing Process

Contractor shall select an option for participating in serial billing of third-party payors for services provided through this Agreement through the completion of Attachment C – Election of Third Party Billing Process. The completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for this Agreement.

- 1. Option 1

- a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. With every invoice submitted by Contractor to County, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for each such invoice.

The County may withhold payment to Contractor for any and all services for which this required proof of third-party payments and/or denials of such payments is not provided. County may deduct from its payments to Contractor the amount of any such third-party payment. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement.



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

## 2. Option Two

- a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The County may withhold payment to Contractor for any and all services pending notification or receipt of such third-party payments or denials of such payments. County may deduct from its payments to Contractor the amount of any such third-party payment. To the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement.
- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due with the first invoice of the Agreement for services provided to said clients.

## C. Monthly Invoice and Payment

- 1. Contractor shall bill County on or before the tenth (10<sup>th</sup>) 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 (10<sup>th</sup>) 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 are to be sent to:

San Mateo County Health System  
Behavioral Health and Recovery Services  
Attn: Contract Unit  
2000 ALAMEDA DE LAS PULGAS, SUITE 280  
San Mateo, CA 94403

- D. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- E. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.

- F. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.
- G. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- H. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- I. Contractor shall provide all pertinent 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.
- J. In the event this Agreement is terminated prior to June 30, 2025, the Contractor shall be paid for services already provided pursuant to this Agreement.
- K. Cost Report
  - 1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.

2. If the annual Cost Report provided to County reveals that total payments to Contractor exceed the total allowable costs for all of the services rendered by Contractor to eligible clients during the reporting period, a single payment in the amount of the difference shall be made to County by Contractor, unless otherwise authorized by the Chief of the Health System or designee.

L. Cost Settlement

1. If the Contractor does not generate Medi-Cal reimbursable services to meet the annual targets established in Paragraph I.B.2.a of this Exhibit B, then Contractor shall reimburse the difference between the target and the amount so generated in a single payment. Any such payment(s) shall incorporate any prior adjustment to the MPA made through the adjustment process described in the same paragraph.
2. If the annual Cost Reports provided to County show that total payments to Contractor exceeds the total actual costs for services rendered by Contractor during the reporting period, following any payment made subject to Paragraph I.R. of this Exhibit B above, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Chief of San Mateo County Health or designee.
3. Cost settlement for this purpose shall be conducted for each fiscal year and shall take place no later one hundred eighty (180) days past the end of the fiscal year.
4. In any case, the total payments shall not exceed the total amounts for each area of service and each reporting period as established in this Exhibit B.

M. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

N. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at \_\_\_\_\_ California, on \_\_\_\_\_, 20\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_”

3. The certification shall attest to the following for each beneficiary with services included in the claim:

- a. An assessment of the beneficiary was conducted in compliance with the requirements established in this Agreement.
  - b. The beneficiary was eligible to receive services described in Exhibit A 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. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph II.A. 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 Care Services; the Medi-Cal Fraud Unit; 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.
- O. 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).
- P. 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.

- Q. 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.

End of Exhibit B