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

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FRED FINCH YOUTH CENTER, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement on September 16, 2016 for the provision of residential mental health services for the term of July 1, 2016, through June 30, 2019, in an amount not to exceed $5,654,478; and

WHEREAS, the parties wish to amend the Agreement to provide a cost of living increase of 3%, increasing the maximum amount by $113,090 to a new maximum of $5,767,568, with no change to the term of the agreement.

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B1." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FIVE MILLION SEVEN HUNDRED SIXTY-SEVEN THOUSAND FIVE HUNDRED SIXTY-EIGHT DOLLARS ($5,767,568).

2. Original Exhibit A is replaced with Revised Exhibit A1, attached hereto.

3. Original Exhibit B is replaced with Revised Exhibit B1, attached hereto.

4. All other terms and conditions of the agreement dated July 1, 2016 between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By:_____
President, Board of Supervisors
San Mateo County

Date:_____

ATTEST:

By:_____
Clerk of Said Board

FRED FINCH YOUTH CENTER

_____
Contractor's Signature

Date: 10/23/17

EXHIBIT A-1 – SERVICES
FRED FINCH YOUTH CENTER
FY 2016-19

In consideration of the payments set forth in Exhibit "B-1", 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 out-of-County clients in foster care placements, and as meet medical necessity; Medication Support services, Crisis Intervention, Mental Health Services; and In-Home Stabilization Program Services (Bridges of San Mateo Program). 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 and this Agreement, the provisions in the County Documentation Manual shall prevail.

A. Therapeutic Behavioral Services

1. General Description of Services

a. Therapeutic Behavioral Services ("TBS") are one-to-one therapeutic contacts between a mental health provider and a beneficiary for a specified short-term period of time that are designed to maintain the child/youth's residential placement at the lowest appropriate level by resolving target behaviors and achieving short-term treatment goals. A contact is considered therapeutic if it is intended to provide the child/youth with skills to effectively manage the behavior(s) or symptom(s) that are the barrier to achieving residence in the lowest appropriate level.

b. The person providing TBS is available on-site to provide individualized one-to-one behavioral assistance and one-to-one interventions to accomplish outcomes specified in the written treatment plan. 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. 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.

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), (iii), or (iv).
   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
   ii. 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. During both the assessment process and at time of discharge, Contractor shall complete a Level of Care Utilization Score (CALOCUS) in order to assess the clinical needs of client to determine the appropriate intensity of care and to provide outcome measurement data at the time of discharge.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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. Medication Support Services, Mental Health Services, and Crisis Intervention

1. Medication Support Services

a. Contractor shall provide Medication Support Services by a licensed psychiatrist up to twice per month for each client pre-approved for Medication Support Services by the BHRS Deputy Director of Child and Youth Services or designee and to the extent medically necessary. Additional Medication Support Services shall be provided, if medically necessary, when pre-approved by the BHRS Assistant Director or designee.

b. Medication Support Services include
   i. Prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness;
   ii. Evaluation of the need for medication, prescribing and/or dispensing;
   iii. Evaluation of clinical effectiveness and side effects of medication;
   iv. Obtaining informed consent for medication(s); and
   v. Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons).

c. The monthly invoice for Medication Support Services must be supported by clinical documentation to be considered for payment. Medication Support Services are reimbursed by minutes of service.

d. Medication Support 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. Mental Health Services

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

b. Mental Health Services include:
   i. Therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments; and
   ii. Therapeutic interventions consistent with the client's goals of learning, development, independent living and enhanced self-sufficiency that are designed to reduce mental disability and/or facilitate improvement or maintenance of functioning.

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

d. Mental Health 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.

3. Crisis Intervention

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

c. To be considered for payment Crisis Intervention must be retroactively authorized by the BHRS Deputy Director for Youth and Child Services or designee, and

d. The monthly invoice for Crisis Intervention must be supported by clinical documentation to be considered for payment. Crisis Intervention is reimbursed by minutes of service.

e. Crisis Intervention 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.

C. 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 twenty (20) 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 25th Avenue, Suite 202
San Mateo, CA 94403

3404 King Street
Berkeley, CA 94703

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 A1.

   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 b 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	1.0 FTE
Care Coordinator - Licensed or waivered	2.5 FTE
Family Partner	1.0 FTE
Youth Partner	1.0 FTE
Administrative Support	0.3 FTE

The total staffing count for the FSP program will be six (6).

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.

D. In-Home Stabilization Program (Bridges of San Mateo Program)

Contractor shall provide in-home stabilization program services to thirty-five (35) unduplicated youth involved with the Juvenile Justice system. This service will provide an immediate treatment alternative to out-of-home placement for youth who are not a danger to themselves or others, i.e., W&I Code 5150 criteria. This service will also provide intensive in-home stabilization program services to youth who are recently released from Juvenile Hall, at risk for group home placement, and in need of additional support to stabilize and transition into the community.

1. This program, hereinafter referred to as "Bridges of San Mateo," shall be available to such eligible clients of BHRS as may be referred to the program by Division staff so authorized by the Director of BHRS ("Director").

2. Eligibility for admission to Bridges of San Mateo shall be confined to youth involved with the Juvenile Justice system; such youth shall be identified according to the following criteria:

   a. County youth ages twelve (12) through eighteen (18) who:
      i. Are at imminent risk of recidivism,
      ii. Are at imminent risk of group home placement,
      iii. Are recently released from Juvenile Hall and in need of additional support to stabilize in the community,
      iv. Have a history of recent out-of-home placement and high risk of re-placement out of home without additional support; or,
      v. Are requiring in-home stabilization program services to stabilize the family situation. All youth presenting as imminently dangerous to themselves or others, or who are gravely disabled (meeting W&I Code 5150 criteria) will be excluded from immediate referral to this program and will be referred for hospitalization.

b. All referrals shall be made by Juvenile Probation staff with the Community-Based Services Team (CBST) Program Specialist prioritizing the referrals.

3. Each youth referred to Bridges of San Mateo, as hereinabove described shall receive the following services:

   a. Comprehensive Intake Services
      i. When a referral is made by the CBST Program Specialist, a Bridges of San Mateo therapist will respond within two (2) business days by phone
      ii. All referrals to the program will also involve contact with the family within forty-eight (48) hours of referral.
      iii. An initial treatment plan will be completed within thirty days (30) days of first contact with the youth in their home.
      iv. Intake Services will be available five (5) days a week, eight (8) hours a day or as clinically necessary

   b. Staffing
      i. Staffing for this program is 3.45 FTE:
         a) .75 FTE Licensed Clinician/Project Coordinator (at least two (2) years post-licensure experience). This staff person shall oversee In-Home Program and Therapeutic Behavioral Services (as defined in I.B. of this Exhibit A1).
         b) 2.0 FTE Therapist/Case Manager (licensed or waivered master's level with at least one (1) year of continuous non-internship working with SED children or youth. At least one (1) therapist/case manager will be Spanish-speaking.)
         c) .20 FTE Clerical Staff
         d) .20 FTE Senior Director
      ii. Staff will be culturally competent and capable of working with a culturally diverse population. Contractor will provide interpreter services, if needed, to youth and families in the program to ensure that all families can utilize the intensive in-home program services.

   c. Intensive Clinical Services
      i. The program will provide brief (8-12 weeks) family counseling, case management, and psycho-educational training.

ii. Services will be provided in the family's home or other locations convenient to family members, such as school or a local BHRS clinic. Coverage will be provided five (5) days a week and home visits can be scheduled Monday through Friday.

iii. Length of service in the program will vary based on the acuity level of the youth.

iv. Staff will maintain ongoing contact with the assigned Probation Officer and the CBST Program Specialist. Staff will also maintain contact with other County Health System personnel and community-based agency providers involved with the youth.

v. Staff will have access to flexible funds within existing Bridges of San Mateo budget. Any extraordinary expenses would require that Bridges of San Mateo staff apply for these funds through the existing flexible funds youth protocol.

4. Contractor shall provide services to thirty-five (35) unduplicated Probation-involved youth per year during the term of this Agreement, provided that demand for such quantity of services exists, demand to be determined by the number and needs of eligible persons referred to Contractor by authorized referral sources herein defined.

5. Individual records shall be kept on each youth at Fred Finch Youth Center according to County BHRS standards. Records must be legible and kept in detail consistent with appropriate medical and professional practice in order to: a) permit effective internal professional review and external medical audit process; and b) facilitate an adequate system for follow-up of treatment.

6. Individual records shall also include:

   a. An initial treatment plan. Within thirty (30) days of receiving a referral, program staff will complete a treatment plan.

   b. Discharge summary to be completed within ten (10) days of youth's last contact with Bridges of San Mateo and copy to be sent to the referring worker.

7. Contractor shall report (at monthly intervals) state-required client data on caseload, units of service and other evaluation data to the BHRS Management Information System (MIS) Unit. Client registration will be completed within five (5) days of initial contact with client. The data shall become incorporated into a year-end report, which shall include such information as the Director requires to permit reporting, monitoring, and evaluation of Contractor's program pursuant to this Agreement.

8. Contractor shall complete and submit a quarterly statistical report summarizing data relevant to the youth in the program, i.e., number of referrals, source of referrals, lengths of stay, hours of service, and percentages of youth maintained in their family homes.

E. Filipino Mental Health Initiative Co-chair

1. Contractor will assign a co-chair who will serve as co-representative and co-liaison to the Filipino Mental Health Initiative (FMHI), facilitate discussions, attend meetings, document efforts (agendas and minutes of the FMHI). This co-chair will also serve as a representative to the FMHI of Office of Diversity and Equity (ODE)-related activities, as needed.

2. Contractor shall provide up to twenty-five (25) hours per month, not to exceed a total of nine hundred (900) hours for the term of the Agreement.

II. Administrative Requirements (for all service components)

A. Record Retention

Paragraph 15 of the Agreement and Paragraph I.M.4 of Exhibit B1 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 seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18^{th}) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards (Contractor is allowed to maintain records for a longer period of time if required by other regulations or licenses).

B. 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 Health Equity Initiatives Manager (HEIM) at 650-573-2714 or jafrica@smcgov.org .

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Program Manager and the Health Equity Initiatives Manager (HEIM) by September of the fiscal year.

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

   a. Implementation of policies and practices that are related to promoting diversity and cultural competence.

   b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee).

   c. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation.

   d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)

   e. Staff training plan related to cultural competency. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services.

2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council for the term of the Agreement. Contractor shall submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (CCC), and other cultural competence efforts within BHRS, contact HEIM.

3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those languages, the contractor is expected to contact Access Call Center or their BHRS Program Manager for consultation. If additional language resources are needed, please contact HEIM.

4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.

5. Technical Assistance

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

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

E. Contractor shall provide all pertinent documentation required for state and federal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the BHRS Policies & Documentation Manual (as defined in Paragraph II. of this Exhibit A1) which is located online at: http://smchealth.org/SOCMHContractors, and is incorporated by reference herein. Documentation for AOD services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at http://www.aodsystems.com/SMC/Index.htm, and is incorporated by reference herein.

Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes).

F. 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.

G. BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on an annual 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 using the following websites:

1. Office of Inspector General

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

2. California Department of Healthcare Services (DHCS)

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Healthcare Services (DHCS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medi-cal.ca.gov, once there, type in "medi-cal suspended and ineligible provider list" in the search box.

H. Advance Directives

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

I. 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 Section 10. Compliance with laws; payment of Permits/Licenses.

J. Physician Incentive Plans

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

K. 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.

L. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

M. Beneficiary Brochure and Provider Lists

Contractor agrees to provide Medi-Cal clients who are new to the Mental Health System with a brochure (an original of which shall be provided by County) when a client first receives a specialty mental health service from the Contractor. Such brochure shall contain a description of County services available; a description of the process for obtaining County services, including the County's state-wide toll-free telephone number; a list of the County's providers; a description of the County's beneficiary problem resolution process, including the complaint resolution and grievance processes; and a description of the beneficiary's right to request a fair hearing at any time before, during or within ninety (90) days after the completion of the beneficiary problem resolution process.

N. 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.

O. Developmental Assets

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

P. 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.

Q. 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.

R. 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.

III. 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. In-Home Program

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

Objective 1: Days of detention in the Juvenile Hall for the youth serviced in this program will be reduced by fifty percent 50% for six (6) months after entering the program compared to the six (6) months prior.

Data shall be collected by County.

Objective 2: At least eighty percent (80%) of referred Probation-involved youth shall be maintained in their family homes through the course of in-home program services and for six (6) months after the termination of program services.

Data shall be collected by County.

D. 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

E. Reporting

1. MHSA

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. Client satisfaction
b. Residential status
c. Medical/psychiatric hospitalization
d. Incarceration
e. Justice System Involvement / legal events
f. Emergency Intervention
g. Education
h. Employment
i. Benefits
k. Conservatorship / Payee Status

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.

2. SB163

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

End of Exhibit A-1

EXHIBIT B-1 – PAYMENTS AND RATES
FRED FINCH YOUTH CENTER
FY 2016-19

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-1", 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 FIVE MILLION SEVEN HUNDRED SIXTY-SEVEN THOUSAND FIVE HUNDRED SIXTY-EIGHT DOLLARS ($5,767,568).

1. FY 2016-2017

Service	Maximum Amount
Therapeutic Behavioral Services (TBS)	$990,138
Medication Support Services, Mental Health Services, and Crisis Intervention	$84,009
Full Service Partnership (FSP)	$583,955
In-Home Stabilization Program Services	$216,424
Filipino Mental Health Initiative	$10,300
Total	$1,884,826

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 TWO DOLLARS AND EIGHTY-TWO CENTS ($2.82) County shall pay such rate less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

ii. Contractor shall be paid at the rate of TWO DOLLARS AND EIGHTY-TWO CENTS ($2.82), as described in Paragraph I.A.3. of Exhibit A and development of the 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 B. County shall pay such rate less any third-party payments as set forth in Paragraph I G. of this Exhibit B.

iii. Contractor shall be paid at the rate of TWO DOLLARS AND EIGHTY-TWO CENTS ($2.82) for Collateral services as described in Exhibit A I.A.11.f. County shall pay such rate less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

iv. The maximum amount due to Contractor for these services for the term of this Agreement shall not exceed NINE HUNDRED NINETY THOUSAND ONE HUNDRED THIRTY-EIGHT DOLLARS ($990,138), per fiscal year. County shall pay such rate less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

v. 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.B.1., I.B.2. and I.B.3. of this Exhibit B.

vi. The billing unit for TBS and Collateral Services is staff time, based on minutes.

vii. 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. Medication support services, Mental Health Services, and Crisis Intervention.

i. For medication Support Services described in Paragraph I.B.4. of Exhibit A, County shall pay Contractor at the rate of FIVE DOLLARS AND TWENTY-ONE CENTS ($5.21) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

ii. For Mental Health Services described in Paragraph I.B.5. of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND EIGHTY-TWO CENTS ($2.82) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

iii. For Crisis Intervention Services described in Paragraph I.B.6. of Exhibit A, FOUR DOLLARS AND TWENTY CENTS ($4.20) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

iv. For Medication Support Services, Mental Health Services, and Crisis Intervention payment shall be made on a monthly basis upon County's receipt of the following:

a) All required documentation adhering to Medi-Cal guidelines,

b) Documentation for each minute of service, and

c) Documentation relating to each appropriate authorization.

v. Medication Support Services is not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

vi. County shall pay rates for Medication Support Services, Mental Health Services, and Crisis Intervention services less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

vii. The combined maximum payment obligation for Medication Support Services, Mental Health Services, and Crisis Intervention shall not exceed EIGHTY-FOUR THOUSAND NINE DOLLARS ($84,009), per fiscal year.

c. 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 FIVE HUNDRED EIGHTY-THREE THOUSAND NINE HUNDRED FIFTY-FIVE DOLLARS ($583,955), 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 TWO HUNDRED SEVENTY-SEVEN THOUSAND NINE HUNDRED FIFTEEN DOLLARS ($277,915), per fiscal year. Revenue Component services shall be reported to County through the Monthly Invoice and Payment process as described in Paragraph I.G. 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 FORTY-EIGHT THOUSAND SIX HUNDRED SIXTY-THREE DOLLARS ($48,663).

d. In Home Stabilization Program (Bridges of San Mateo Program)

i. For In Home Stabilization Program services described in Paragraph I.D. of Exhibit A and for the term of this Agreement County shall pay Contractor on a fee for service basis at the rate of TWO DOLLARS AND EIGHTY-TWO CENTS ($2.82). County shall pay such rate less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

ii. The maximum amount due to Contractor for these services for the term of this Agreement shall not exceed TWO HUNDRED TWELVE THOUSAND ONE HUNDRED EIGHTY DOLLARS ($216,424), per fiscal year.

iii. Ordinary costs of flexible funding for goods and services for participating families shall be borne by Contractor as part of normal operating costs. Extraordinary needs of clients and families may be submitted to County's Flexible Funds Committee for consideration and authorization for funding.

e. Filipino Mental Health Initiative Co-chair

For the services described in paragraph I.E. of Exhibit A, Contractor shall be paid a maximum of TEN THOUSAND THREE HUNDRED DOLLARS ($10,300), per fiscal year, at the rate of $858.33 per month for services described in paragraph I.E. of Exhibit A.

2. FY 2017-2018

Service	Maximum Amount
Therapeutic Behavioral Services (TBS)	$1,019,842
Medication Support Services, Mental Health Services, and Crisis Intervention	$86,529
Full Service Partnership (FSP)	$601,474
In-Home Stabilization Program Services	$222,917
Filipino Mental Health Initiative	$10,609
Total	$1,941,371

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 TWO DOLLARS AND NINETY-ONE CENTS ($2.91) County shall pay such rate less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

ii. Contractor shall be paid at the rate of TWO DOLLARS AND NINETY-ONE CENTS ($2.91), as described in Paragraph I.A.3. of Exhibit A and development of the 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 B. County shall pay such rate less any third-party payments as set forth in Paragraph I G. of this Exhibit B.

iii. Contractor shall be paid at the rate of TWO DOLLARS AND NINETY-ONE CENTS ($2.91) for Collateral services as described in Exhibit A I.A.11.f. County shall pay such rate less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

iv. The maximum amount due to Contractor for these services for the term of this Agreement shall not exceed ONE MILLION NINETEEN THOUSAND EIGHT HUNDRED FORTY-TWO DOLLARS ($1,019,842), per fiscal year. County shall pay such rate less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

v. 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.B.1., I.B.2. and I.B.3. of this Exhibit B.

vi. The billing unit for TBS and Collateral Services is staff time, based on minutes.

vii. 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. Medication Support Services, Mental Health Services, and Crisis Intervention

i. For Medication Support Services described in Paragraph I.B.4. of Exhibit A, County shall pay Contractor at the rate of FIVE DOLLARS AND THIRTY-SEVEN CENTS ($5.37) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

ii. For Mental Health Services described in Paragraph I.B.5. of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND NINETY-ONE CENTS ($2.91) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

iii. Contractor shall be paid at the rate of TWO DOLLARS AND EIGHTY-TWO CENTS ($2.91) for Collateral services as described in Exhibit A I.A.11.f. County shall pay such rate less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

iv. For Medication Support Services, Mental Health Services, and Crisis Intervention payment shall be made on a monthly basis upon County's receipt of the following:

a) All required documentation adhering to Medi-Cal guidelines,

b) Documentation for each minute of service, and

c) Documentation relating to each appropriate authorization.

v. Medication Support Services is not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

vi. County shall pay rates for Medication Support Services, Mental Health Services, and Crisis Intervention services less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

vii. The combined maximum payment obligation for Medication Support Services, Mental Health Services, and Crisis Intervention shall not exceed EIGHTY-SIX THOUSAND FIVE HUNDRED TWENTY-NINE DOLLARS ($86,529), per fiscal year.

c. 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 SIX HUNDRED ONE THOUSAND FOUR HUNDRED SEVENTY-FOUR DOLLARS ($601,474), 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 TWO HUNDRED EIGHTY-SIX THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS ($286,252), per fiscal year. Revenue Component services shall be reported to County through the Monthly Invoice and Payment process as described in Paragraph I.G. 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 FIFTY THOUSAND ONE HUNDRED TWENTY-THREE DOLLARS ($50,123).

d. In Home Stabilization Program (Bridges of San Mateo Program)

i. For In Home Stabilization Program services described in Paragraph I.D. of Exhibit A and for the term of this Agreement County shall pay Contractor on a fee for service basis at the rate of TWO DOLLARS AND NINETY-ONE CENTS ($2.91). County shall pay such rate less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

ii. The maximum amount due to Contractor for these services for the term of this Agreement shall not exceed TWO HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED SEVENTEEN DOLLARS ($222,917), per fiscal year.

iii. Ordinary costs of flexible funding for goods and services for participating families shall be borne by Contractor as part of normal operating costs. Extraordinary needs of clients and families may be submitted to County's Flexible Funds Committee for consideration and authorization for funding.

e. Filipino Mental Health Initiative Co-chair

For the services described in paragraph I.E. of Exhibit A, Contractor shall be paid a maximum of TEN THOUSAND SIX HUNDRED NINE DOLLARS ($10,609), per fiscal year, at the rate of $884.08 per month for services described in paragraph I.E. of Exhibit A.

3. FY 2018-2019

Service	Maximum Amount
Therapeutic Behavioral Services (TBS)	$1,019,842
Medication Support Services, Mental Health Services, and Crisis Intervention	$86,529
Full Service Partnership (FSP)	$601,474
In-Home Stabilization Program Services	$222,917
Filipino Mental Health Initiative	$10,609
Total	$1,941,371

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 TWO DOLLARS AND NINETY-ONE CENTS ($2.91) County shall pay such rate less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

ii. Contractor shall be paid at the rate of TWO DOLLARS AND NINETY-ONE CENTS ($2.91), as described in Paragraph I.A.3. of Exhibit A and development of the 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 B. County shall pay such rate less any third-party payments as set forth in Paragraph I G. of this Exhibit B.

iii. Contractor shall be paid at the rate of TWO DOLLARS AND EIGHTY-TWO CENTS ($2.91) for Collateral services as described in Exhibit A I.A.11.f. County shall pay such rate less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

iv. The maximum amount due to Contractor for these services for the term of this Agreement shall not exceed ONE MILLION NINETEEN THOUSAND EIGHT HUNDRED FORTY-TWO DOLLARS ($1,019,842), per fiscal year. County shall pay such rate less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

v. 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.B.1., I.B.2. and I.B.3. of this Exhibit B.

vi. The billing unit for TBS and Collateral Services is staff time, based on minutes.

vii. 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. Medication Support Services, Mental Health Services, and Crisis Intervention

i. For Medication Support Services described in Paragraph I.B.4. of Exhibit A, County shall pay Contractor at the rate of FIVE DOLLARS AND THIRTY-SEVEN CENTS ($5.37) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

ii. For Mental Health Services described in Paragraph I.B.5. of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND NINETY-ONE CENTS ($2.91) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

iii. For Crisis Intervention Services described in Paragraph I.B.6. of Exhibit A, FOUR DOLLARS AND THIRTY-THREE CENTS ($4.33) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

iv. For Medication Support Services, Mental Health Services, and Crisis Intervention payment shall be made on a monthly basis upon County's receipt of the following:

a) All required documentation adhering to Medi-Cal guidelines,

b) Documentation for each minute of service, and

c) Documentation relating to each appropriate authorization.

vi. Medication Support Services is not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

vii. County shall pay rates for Medication Support Services, Mental Health Services, and Crisis Intervention services less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

viii. The combined maximum payment obligation for Medication Support Services, Mental Health Services, and Crisis Intervention shall not exceed EIGHTY-SIX THOUSAND FIVE HUNDRED TWENTY-NINE DOLLARS ($86,529), per fiscal year.

c. 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 FIVE HUNDRED EIGHTY-THREE THOUSAND NINE HUNDRED FIFTY-FIVE DOLLARS ($583,955), 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 TWO HUNDRED EIGHTY-SIX THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS ($286,252), per fiscal year. Revenue Component services shall be reported to County through the Monthly Invoice and Payment process as described in Paragraph I.G. 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 FIFTY THOUSAND ONE HUNDRED TWENTY-THREE DOLLARS ($50,123).

d. In-Home Stabilization Program (Bridges of San Mateo Program)

i. For In-Home Stabilization Program services described in Paragraph I.D. of Exhibit A and for the term of this Agreement County shall pay Contractor on a fee for service basis at the rate of TWO DOLLARS AND NINETY-ONE CENTS ($2.91). County shall pay such rate less any third-party payments as set forth in Paragraph I.G. of this Exhibit B.

ii. The maximum amount due to Contractor for these services for the term of this Agreement shall not exceed TWO HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED SEVENTEEN DOLLARS ($222,917), per fiscal year.

iii. Ordinary costs of flexible funding for goods and services for participating families shall be borne by Contractor as part of normal operating costs. Extraordinary needs of clients and families may be submitted to County's Flexible Funds Committee for consideration and authorization for funding.

e. Filipino Mental Health Initiative Co-chair

For the services described in paragraph I.E. of Exhibit A, Contractor shall be paid a maximum of TEN THOUSAND SIX HUNDRED NINE DOLLARS ($10,609), per fiscal year, at the rate of $884.08 per month for services described in paragraph I.E. of Exhibit A.

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^{th}) 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^{th}) 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
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 A1 of this Exhibit B1 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, 2019, 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. 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.

M. 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.

N. 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).

O. 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.

P. 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-1