

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
FAMILY SERVICE AGENCY OF SAN FRANCISCO**

THIS AGREEMENT, entered into this _____ day of _____ ,
20_____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and FAMILY SERVICE AGENCY OF SAN FRANCISCO, 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, it is necessary and desirable that Contractor be retained for the
purpose of professional services.

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

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment C—Election of Third Party Billing Process

Attachment D—Payor Financial Form

Attachment E—Fingerprint Certification

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms,
conditions, and specifications set forth herein and in Exhibit A, County shall make
payment to Contractor based on the rates and in the manner specified in Exhibit B.

County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION TWO HUNDRED TWENTY-FOUR THOUSAND DOLLARS (\$1,224,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2014, through June 30, 2015.

This Agreement may be terminated by Contractor, the Chief of the Health System, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

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

6. Relationship of Parties

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

7. Hold Harmless

7.1 General Hold Harmless. Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss

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

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

7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise

covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

8. Assignability and Subcontracting

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

9. Insurance

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

- (1) **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations

under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

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

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

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

10. Compliance With Laws

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

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary

documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by:
- ☒ offering the same benefits to its employees with spouses and its employees with domestic partners.
 - ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
 - ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
 - ☐ Contractor does not comply with Chapter 2.84, and a waiver must be

sought.

E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

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

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

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within

30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. Retention of Records, Right to Monitor and Audit

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

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

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

14. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision,

requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law and Venue

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

16. Notices

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

In the case of County, to:

Name/Title: Paul Sorbo/Deputy Director Youth Services
Address: 2000 Alameda de las Pulgas, San Mateo, CA 94402
Telephone: (650) 573-3926
Facsimile: (650) 341-7389
Email: Psorbo@smcgov.org

In the case of Contractor, to:

Name/Title: Al Gilbert/COO
Address: 1500 Franklin Street, San Francisco, CA 94109
Telephone: (415) 474-7310
Facsimile: (415) 931-0972
Email: agilbert@fsasf.org

17. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may

revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

Signature page to follow

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

FAMILY SERVICE AGENCY OF SAN FRANCISCO



Contractor's Signature

Date: 10/28/14

(Revised 7/1/13)

**EXHIBIT A – SERVICES
FAMILY SERVICE AGENCY OF SAN FRANCISCO
FY 2014 – 2015**

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

I. DESCRIPTION OF SERVICES TO BE PROVIDED BY CONTRACTOR

A. Prevention and Recovery in Early Psychosis Program (PREP)

1. Introduction

Family Service Agency of San Francisco in collaboration with the University of California in San Francisco implemented their PREP (Prevention and Recovery in Early Psychosis) Program in San Mateo County in 2012. PREP represents a new approach to the treatment of schizophrenia in its early stages, bringing a coordinated series of interventions that represent the cutting edge of treatment science.

2. Overview

Psychosis is a debilitating illness with far-reaching implications for the individual and his/her family. It can affect all aspects of life – education and employment, relationships and social functioning, physical and mental wellbeing. Without adequate care, psychosis can place a heavy burden on client's family and society at large.

The early age of onset of psychotic symptoms is 22, with the vast majority of first episodes occurring between the ages of 14 and 35. About 1% of the adult population experiences active schizophrenia; this translates into about 5,600 San Mateo County residents. Schizophrenia reduces average life expectancy by 25 years. This makes it one of the nation's most lethal illnesses. It is the seventh leading cause of hospitalization costs in the United States.

At present, the average individual will live with active schizophrenia for two years before symptoms are accurately diagnosed and treatment is begun. Lack of awareness, ambiguous early symptoms and stigma all contribute to the delay in appropriate help being offered and taken up. Early initiation of treatment has been shown to be the single most important positive factor in long-term outcomes.

3. PREP Services Description

PREP services include the following:

a. Public Education

PREP will engage with schools, families, advocacy groups, non-profit organizations and others to educate about schizophrenia and how it can be effectively treated. PREP staff will educate providers, parents, and other professionals on the warning signs for early psychosis and to reinforce the message that recovery is possible with early detection and treatment.

b. Outreach and Engagement

PREP will serve the client and/or family where they are most comfortable receiving services such as PREP offices, homes, schools, or other community settings. PREP employs peer providers (family members and young adults) to reach-out to clients and families to create and sustain connection with the program.

c. Early, Rigorous Diagnosis

The PREP diagnosis and assessment is both rigorous and comprehensive, addressing both the psychotic disorder and other mental health or substance abuse issues the client might have. For clients who have not yet experienced full onset of the disease, Structured Interview for Prodromal Syndromes (SIPS) will be used. For those who have experienced full onset, Structured Clinical Interview for DSM-IV (SCID) will be used. PREP staff undergo a one-year training, testing, and clinical supervision to ensure that these tools are used reliably.

d. Cognitive Behavioral Therapy for Early Psychosis (CBT-EP)

CBT-EP represents the heart of the PREP intervention. Widely available in England and Australia but not in the US, this therapy teaches clients to understand and manage their symptoms, avoid triggers that make symptoms worse and to collaboratively develop a relapse prevention plan.

e. Algorithm-Guided Medication Management

The first goal of PREP medication algorithm is to guide the doctor, the client, and the family toward finding the single best antipsychotic medication, one that can provide symptom control with the fewest side effects. This becomes the medication regimen to which the client is much more likely to adhere over the long-term.

Secondly, the algorithm guides treatment for the additional behavioral health issues that a client is experiencing.

Third, the model emphasizes close coordination between therapist, psychiatrists, clients, and family members. A treatment plan is developed that coordinates medication with psychosocial treatment, that has the agreement of all parties, and that is closely monitored for effectiveness over time. PREP will work with individuals who do not wish to take medications and will offer regular appointments with the psychiatrist for review of symptoms and treatment options. The PREP program does not give antipsychotic medication to individuals who are not yet psychotic although all the other PREP treatments are available to this group.

f. Multifamily Psychoeducation Groups (MFG)

PREP will provide MFG groups for the families of teens and young adults experiencing schizophrenia, and for the families of CHR clients. Even when the primary client chooses not to attend treatment, the family will be served. The MFG groups are designed to increase social support, teach families a problem-solving format to cope effectively with illness-related behaviors, and to provide on-going education about symptoms, medication, community life, work, etc. These groups will be conducted in English and Spanish.

Individual sessions will be offered to all families. These sessions follow a six-module model of psycho-education and communication tips. Sessions will also be available on an "as needed" basis and will provide psychoeducation, crisis management, individual problem solving, and communication facilitation.

g. Computer-based Cognitive Rehabilitation

PREP will use a computer-based cognitive rehabilitation program specifically designed to address the cognitive deficits engendered by schizophrenia. Use of this software will rehabilitate brain function that has been lost to the disease.

h. Education and Employment Support

PREP will work with clients with early schizophrenia to keep them progressing in school and meaningful employment, and to return to school or employment if they have dropped out, using the Individual Treatment and Support (IPS) model of education and employment support.

i. Co-occurring Disorders

PREP will work with clients with co-occurring substance use disorders using a harm-reduction model utilizing motivational interviewing and CBT to provide education about substance use. It will explore the change process and potential triggers in a non-judgmental and collaborative fashion.

j. Treatment and Case Management

PREP will serve the whole person. PREP therapists will work with clients and their families to address depression, substance abuse, family and relationship problems and other things that impinge on the client's growth and development. Case management will draw upon the Transition to Independence Process (TIPS) model which is an evidence-supported model to aid youth to transition into independent adulthood.

4. Target Population for PREP Services

San Mateo County residents who meet the criteria listed below would qualify for PREP services. It is estimated that there will be 80 to 100 qualifying residents.

- a. Are between the ages of 14 and 35 years with first onset of schizophrenia, schizoaffective or schizophreniform disorder within the past two years.
- b. Are aged 14 to 35 years with low-level perceptual changes or unusual thinking that predicts risk of onset of full psychosis (clinical high risk for psychosis syndrome).

The above will be determined through evidence-based assessment tools such as SIPS or SCID. Individuals with the diagnoses listed above who are current substance abuse users will be accepted and cases where individuals have a development disability will be determined on a case-by-case basis.

5. PREP Program Deliverables

a. Remission

Achieve fewer hospitalizations, a remission of psychotic symptoms, and return to normal life of school, work, family, and friends.

- i. 75% of participants whose medication is managed by PREP will show an increase in the Medication Adherence Rating Scale (MARS).
- ii. Hospitalizations will be below 20% per year.
- iii. Satisfactory participation in school, vocational training, and/or employment will be above 75% per year.

b. Rehabilitation

Provide individuals experiencing early psychosis with the tools that they need to continue to keep their illness under control for the long term. These tools will include:

- i. A medication regimen that provides symptom reduction/remission with a minimum of side effects.
- ii. Knowledge and skill in using cognitive therapy techniques to understand their experiences, reduce associated distress and identify coping strategies.
- iii. Rehabilitation of cognitive processing toward a normal baseline using cognitive training software.
- iv. Collateral treatment and remission of other behavioral health issues including depression and substance abuse.

c. Recovery

Restore clients to a normal, productive life, including:

- i. Satisfactory participation in school and/or meaningful employment.
- ii. Maintenance and/or recovery of personal relationships with family and friends.

- iii. Restoration of an interest in life and the life skills needed to participate fully in a normal, age-appropriate life.
- iv. An ability to understand and counter stigma.

d. Respect

Include participation and consent by client and his/her family in all treatment planning.

B. Bipolar Early Assessment and Management (BEAM)

1. Introduction

Family Service Agency of San Francisco will implement their BEAM (Bipolar Early Assessment and Management) Program to San Mateo County. BEAM represents a new early intervention approach for the treatment of bipolar spectrum disorders, bringing a coordinated series of evidence-based interventions.

2. Overview

Bipolar disorder is a debilitating illness with far-reaching implications for the individual and his or her family. It can affect all aspects of life, including education and employment, relationships and social functioning, physical and mental wellbeing. Without adequate care, bipolar disorder can place a heavy burden on client's family and society at large.

The onset of bipolar disorder is usually in late adolescence to early adulthood, with a median onset age of 25; however, the vast majority of first episodes occur before the age of 25. About 2.6% of the adult population experiences bipolar disorder and 82.9% of these cases are classified as "severe". Bipolar disorder results in a 9.2 reduction in life expectancy, with 1 in 5 individuals diagnosed with bipolar disorder completing suicide, and is the 6th leading cause of disability in the world.

3. BEAM Service Description

BEAM Services include the following:

a. Public Education

BEAM will engage with schools, families, advocacy groups, non-profit organizations and others to educate about bipolar and how it can be effectively treated. BEAM staff will educate providers, parents, and other professionals on the warning signs for bipolar disorder and reinforce the message that recovery is possible with early detection and treatment.

b. Outreach and Engagement

BEAM will serve the client and/or family where they are most comfortable receiving services such as BEAM offices, homes, schools, or other community settings. BEAM employs peer providers (family members and young adults) to reach-out to clients and families to create and sustain connection with the program.

c. Early, Rigorous Diagnosis

The BEAM diagnosis and assessment process is both rigorous and comprehensive, addressing both bipolar disorder and other co-morbid mental health or substance abuse issues. The Structured Clinical Interview for DSM-IV (SCID) will be used for all assessments. BEAM assessment staff undergo training and ongoing clinical supervision to ensure that these tools are used reliably.

d. Cognitive Behavioral Therapy (CBT)

CBT is the primary mode of therapeutic intervention and teaches clients to understand and manage their symptoms, avoid triggers that make symptoms worse and to collaboratively develop a relapse prevention plan.

e. Medical Support Services

These services include prescribing, administering, dispensing and monitoring of psychiatric medications which are necessary to alleviate the symptoms of the mental illness. The services may include evaluation of the need of the medication, evaluating of clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

The goal of the BEAM medication algorithm is to guide the doctor, the client, and the family toward finding the single best mood stabilizing medication that can provide symptom control with the fewest side effects.

Moreover, the model emphasizes close coordination between therapist, psychiatrists, clients, and family members. A treatment plan is developed that coordinates medication with psychosocial treatment, has agreement of all parties, and closely monitors treatment effectiveness over time. BEAM will work with individuals who do not wish to take medications and will offer regular appointments with the psychiatrist for review of symptoms and treatment options.

f. Family-Focused Interventions

BEAM will provide services for the families of teens and young adults experiencing bipolar disorder. These services will include: psycho-education that assists the client and his or her family in understanding the illness, skills building to facilitate improved communication, deal with stressors, and problem-solve collaboratively. Moreover, identification of early warning signs, triggers, and creating a relapse prevention plan will all be developed collaboratively with family involvement.

g. Education and Employment Support

BEAM will work with clients with early bipolar disorder to assist them in continuing school and meaningful employment or returning to school or employment if they are not currently involved by using the Individual Treatment and Support (IPS) model of education and employment support.

h. Co-occurring Disorders

BEAM will work with clients with co-occurring substance use disorders using a harm-reduction model utilizing motivational interviewing and CBT to provide education about substance use. It will explore the change process and potential triggers in a non-judgmental and collaborative fashion.

i. Treatment and Care Management

BEAM will provide an integrated model of intensive care management care that addresses the psychosocial needs of the client. BEAM therapists will work with clients and their families to address depression, substance abuse, family and relationship problems and other things that impinge on the client's growth and development. Care management is based on the client's individual need and willingness to participate. However, the Multifamily group is a one-year commitment with quarterly admissions. The other services will be provided at whatever location is most convenient and comfortable for the youth and family to encourage service engagement

4. Target Population for BEAM services

San Mateo County residents who meet the criteria listed below would qualify for BEAM services. It is estimated that there will be 80 to 100 qualifying residents:

Are between the ages of 14 and 35 years with first onset of bipolar disorder within the past two years.

The above will be determined through evidence-based assessment using the SCID. Individuals with the diagnoses listed above who are current substance abuse users will be accepted and cases where individuals have a development disability will be determined on a case-by-case basis.

5. Start-up Requirements

a. Months 1-6 (January 1, 2014 – June 30, 2014)

- i. Hiring: One clinician currently employed full-time by PREP has been trained to provide Beam services. This clinician will be re-budgeted to have a half-caseload of BEAM, with enrollment beginning in month 1. Additional staff will be hired by the end of month 3.
- ii. Staff Training: Didactic training has been completed for one clinician and a clinical supervisor, so clients can begin being seen immediately. Additional staff will be trained in months 2-4 as they are hired.
- iii. Outreach: Contractor will begin a rigorous outreach program, using traditional media, new media, public presentations, and one-to-one consultations with referral sources. All the media related to BEAM outreach has been developed and outreach will commence in month 1.

- iv. Relationship Building: Enhance existing PREP connections with family and client organizations such as NAMI, Heart and Soul, Voices of Recovery, key providers in Children's, Transition-Age-Youth, and Adult systems of care, and key providers in the Juvenile, Criminal Justice, and Child Welfare, Education and Primary Care systems.
 - v. Infrastructure: The office, computer networks, telephone systems, and electronic medical records system (CIRCE) already exist within the PREP program. Assessment forms, progress notes, and medication notes will be modified to provide BEAM-specific documentation.
 - vi. Service: Initiate the intake and assessment process and begin to serve clients. By the end of month 12, a caseload of 20 active clients and 40 family members will be served.
- b. Months 7-12 (July 1, 2014 – December 31, 2014)
- i. Training: Continue didactic training. Provide staff with intensive clinical supervision to help with the mastery of the service techniques.
 - ii. Outreach and Relationship Building: Continue with these activities through the life of the program.
- c. Months 13-18 (January 1, 2015 – June 30, 2015)
- i. Service: Increase to 36 active clients and 72 family members. Expand staffing to meet service growth.
 - ii. Training: Continue with the intensive clinical supervision.
6. BEAM Program Deliverables
- a. Remission
- Achieve fewer hospitalizations and remission of bipolar symptoms.
- i. Hospitalizations will be decreased.
 - ii. Symptoms will be reduced and quality of life will be enhanced.
 - iii. Medication management and support that provides symptom reduction/remission with a minimal of side effects.
- b. Rehabilitation

Provide individuals experiencing bipolar disorder with the skills and tools needed to both achieve lives they deem as meaningful and obtain increased social and occupational functioning. This includes:

- i. Knowledge and skill in using cognitive therapy techniques to understand their experiences, reduce associated distress and identify coping strategies.
- ii. Educational and vocational support services.

c. Recovery

Assist clients in increasing social functioning, including:

- i. Maintenance and/or recovery of personal relationships with family and friends.
- ii. Restoration of an interest in life and the life skills needed to participate fully in life.
- iii. An ability to understand and counter stigma.

d. Respect

Include participation and consent by client and his/her family in all treatment planning.

C. Outreach and Capacity Building Event

Contractor will host an outreach and capacity building event aimed at reaching stakeholders, with a series of focused training activities. This event will also be open for County and community-based organizations' staff, in order to cast a broad net of potential referral sources. The activities will educate participants on the facts about bipolar disorder, on effective treatments,

II. ADMINISTRATIVE REQUIREMENTS

A. Ineligible Employees

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.

B. Cultural Competency

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 (CCC) 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 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. 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.

C. Administering Satisfaction Surveys

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

D. Record Retention

Paragraph 13 of the Agreement and Paragraph I.N.4 of Exhibit B 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 (18th) 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).

E. Licensing Reports

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.

F. Advanced Directives

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

G. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manual (as defined in Paragraph II. of this Exhibit A) 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).

H. Certification

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.

I. 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.

J. Contractor shall participate in all activities assigned by BHRS Quality Improvement.

K. Fingerprint Certification

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children or individuals with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children or others who receive services through this agreement. Fingerprint information received from the Department of Justice (DOJ) shall be retained or disposed of pursuant to DOJ directive. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. Beneficiary Brochure and Provider Lists

Contractor agrees to provide Medi-Cal clients who are new to the BHRS 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 90 days after the completion of the beneficiary problem resolution process.

- S. Contractor and County agree to amend this Agreement to include new requirements for this contract term pertaining to reimbursement for services provided, clinical documentation requirements, the contractor's quality assurance processes and procedures, and procedures for the disallowance of services when payment has already been made to the Contractor. Those new provisions have not been finalized in time to be included in this Original Agreement, and will be added through an amendment to the agreement during FY 2014-15. Changes made through the Amendment will be made in order to be in compliance with State and federal requirements for the provision of Medi-Cal funded services, and will include any additional related provisions as deems necessary by the County.

III. GOALS AND OBJECTIVES

A. Remission – PREP

- Goal: Percentage of clients experiencing a decrease in the number of days hospitalized after start of the program will be 20%.
- Objective 1: 75% of participants whose medication is managed by PREP will show an increase in the Medication Adherence Rating Scale (MARS).
- Objective 2: Hospitalizations will be below 20% per year.
- Objective 3: Satisfactory participation in school, vocational training, and/or employment will be above 75% per year at participant's annual assessments.
- Objective 4: Percentage of clients maintained at current or lower level of care will be at least 80%.

Contractor to track and assess outcome through formal program evaluation.

B. Satisfaction – PREP

- Goal: To enhance client's and parent's or other caregiver's satisfaction with the services provided.
- Objective 1: At least 90% of respondents will agree or strongly agree that they are satisfied with services received.
- Objective 2: At least 75% of respondents will agree or strongly agree that the client is better at handling daily life.

Data to be collected by County.

C. Remission - BEAM

Goal: Percentage of clients experiencing a decrease in the number of days hospitalized after start of the program will be 20%.

Objective 1: By June 30, 2015, clients who have participated in the program for at least 6 months will exhibit 30% less hospitalizations than they had 6 months prior to admission to BEAM as evidenced by Avatar and Circe records.

Objective 2: By June 30, 2015, clients who have participated in the program for at least 6 months will demonstrate a 30% reduction in symptoms as indicated by PHQ-9 and Mania Rating Scale.

Data to be collected by Contractor.

D. Rehabilitation - BEAM

Goal: To provide individuals experiencing bipolar disorder with the skills and tools needed to both achieve lives they deem as meaningful and obtain increased social and occupational functioning.

Objective: By June 30, 2015, at least 40% of clients who enrolled in educational and employment services for at least 6 months will be engaged in employment, educational, or volunteer activities as evidenced by Circe records.

Data to be collected by the Contractor and obtained through evaluation and outcomes measures.

E. Satisfaction – BEAM

Goal: To enhance client's and parent's or other caregiver's satisfaction with the services provided.

Objective: By July 1, 2015, at least 90% of clients who are enrolled in BEAM for at least 6 months will report that they are satisfied with the services offered as measured by client satisfaction scores documented in Circe.

Data to be collected by Contractor and the County.

End of Exhibit A

**EXHIBIT B – PAYMENTS & RATES
FAMILY SERVICE AGENCY OF SAN FRANCISCO
FY 2014 – 2015**

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

I. PAYMENTS

In full consideration of the services provided by Contractor and subject to the provisions in 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 ONE MILLION TWO HUNDRED TWENTY-FOUR THOUSAND DOLLARS (\$1,224,000).

B. Payment Rate

1. PREP

The maximum amount County shall be obligated to pay Contractor for PREP services under this agreement shall not exceed EIGHT HUNDRED TWENTY-FOUR THOUSAND DOLLARS (\$824,000). Unless otherwise authorized by the Chief of the Health System or designee, the rate of payment by County to Contractor shall be one-twelfth (1/12th) of the maximum amount per month, or SIXTY-EIGHT THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS AND SIXTY-SIX CENTS (\$68,666.66). This reflects the 3% COLA increase that is effective as of January 1, 2014.

2. BEAM

The maximum amount County shall be obligated to pay Contractor for BEAM services under this agreement shall not exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000). Unless otherwise authorized by the Chief of the Health System or designee, the rate of payment by County to Contractor shall be one-twelfth (1/12th) of the maximum amount per month, or THIRTY-THREE THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$33,333.33).

- C. Not used.
- D. Modifications to the allocations in Paragraph I. A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- E. 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.
- F. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- G. The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).
- H. Monthly Invoice and Payment
 - 1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.
 - a. Direct Services/Claims

Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.

b. Indirect Services/Claims

Indirect services (services that are not claimable on the Service Reporting Form or electronically) shall be claimed on the invoice and shall be billed according to the guidelines specified in the contract.

2. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Contractor shall send invoices to:

Behavioral Health and Recovery Services
Attn: Anita Galang
County of San Mateo
225 37th Avenue
San Mateo, CA 964403

I. 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 One

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

2. Option Two

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

- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.
- J. County anticipates the receipt of revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should planned or actual revenues be less than the amounts anticipated at the time of the signing 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.
- K. 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 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- L. In the event this Agreement is terminated prior to June 30, 2015, the Contractor shall be paid for services already provided pursuant to this Agreement.
- M. Payments made to Contractor under the terms of this Agreement may be used for Program staff salaries, Program operations, and other direct expenses essential to the Program. No funds paid by County through this Agreement shall be spent for fundraising.
- N. Claims Certification and Program Integrity
 - 1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.

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

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

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

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____"

3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.

- f. For each beneficiary with Day Treatment, and/or Mental Health Services included in the claim, all requirements for Day Treatment, and/or Mental Health Services Contractor payment authorization for were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
- 4. Except as provided in Paragraph II.D. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Care Services; the Medi-Cal Fraud Unit; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

O. 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.

P. County May Withhold Payment

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, 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 BHRS.

Q. Cost Report

Contractor shall submit to County year-end cost reports no later than ninety (90) days after the end of each applicable fiscal year (June 30th). These reports shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. These Cost Reports shall include accountings for all services provided through the agreement for the applicable period, separate accountings for Child and Family Treatment Administration Services and for Child and Family Treatment Quality Assurance/Quality Improvement services, and separate accountings for services provided by subcontractors. Contractor shall have its books of accounts audited annually by a Certified Public Accountant and a copy of said audit reports shall be submitted along with the Cost Reports.

- R. 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.
- S. 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.

End of Exhibit B

Attachment C
Election of Third Party Billing Process

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

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

Option One

Our agency will bill other insurance, and provide San Mateo County Behavioral Health and Recovery Services (BHRS) with a copy of the Explanation of Benefits provided by that insurance plan before billing BHRS for the remainder.

We, Family Service Agency of San Francisco, elect option one.

Signature of authorized agent

Name of authorized agent

Telephone number

Option Two

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

We, Family Service Agency of San Francisco, elect option two.



Signature of authorized agent

Al Gilbert, COO

Name of authorized agent

415-474-7310 ext 410

Telephone number

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

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

Attachment D - Payor Financial Form

AGENCY NAME:		
Client's Last Name/MH ID # (if known)	First Name M.I.	Alias or other names Used
Client Date of Birth	Undocumented? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, Social Security Number (Required)	26.5 (AB3632) <input type="checkbox"/> Yes <input type="checkbox"/> No IEP (SELPA) start date
Does Client have Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No Share of Cost? <input type="checkbox"/> Yes <input type="checkbox"/> No Client's Medi-Cal Number (BIC Number)? _____ Please attach copy of MEDS Screen If client is Full scope Meal, skip the remaining sections of this form and fax to MIS/Billing Unit - 573-2110 Is Client Potentially Eligible for Medi-Cal Benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No Client Referred to Medi-Cal? <input type="checkbox"/> Yes, give date: _____ <input type="checkbox"/> No Is this a Court-ordered Placement? <input type="checkbox"/> Yes <input type="checkbox"/> No Does Client have Medicare? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please check all that apply ___ Part A ___ Part B ___ Part D (effective 1/1/06) What is the Client's Medicare Number? _____		
Responsible Party's Information (Guarantor):		
Name _____	Phone _____	Relationship to Client _____ <input type="checkbox"/> Self
Address _____	City _____	State _____ Zip Code _____
<input type="checkbox"/> Refused to provide Financial Information and will be charged full cost of service.		

FINANCIAL ASSESSMENT - Annual UMDAP (Uniform Method of Determining Ability to Pay)

Gross Monthly Income (include all in the Household) A. Self\$ _____ B. Parents/Spouse/Domestic Partner\$ _____ C. Other\$ _____ Number of Persons Dependent on Income _____ Asset Amount (List all liquid assets) A. Savings.....\$ _____ B. Checking.....\$ _____ C. Stocks.....\$ _____	Allowable Expenses A. Court Ordered Monthly Obligation \$ _____ B. Monthly Child Care Payments (Only if Necessary for Employment) \$ _____ C. Monthly Dependent Support Payments \$ _____ D. Monthly Medical Expense Payments \$ _____ E. Monthly Mandated Deductions for Retirement Plan (Do not include Social Security).....\$ _____ F. Housing Cost (Mortgage/Rent) \$ _____
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3rd Party HEALTH INSURANCE INFORMATION

Health Plan or Insurance Company (Not employer) Name of Company _____ Street Address _____ City _____ State _____ Zip _____ Insurance Co. phone number _____	Policy Number _____ Group Number _____ Name of Insured Person _____ Relationship to Client _____ Social Security Number of Insured Person _____ (if other than client)
Does this Client have Healthy Families Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete San Mateo County Mental Health SED form.	Does this Client have Healthy Kids Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No Does this Client have HealthWorx Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No

CLIENT AUTHORIZATION - This section is not required for Full scope Medi-Cal Clients

I affirm that the statements made herein are true and correct. I understand that I am responsible for paying the UMDAP liability amount or cost of treatment received by myself or by members of my household during each 1-year period. If the cost of service is more than the UMDAP liability amount, I pay the lesser amount. It is my responsibility and I agree to provide verification of income, assets and expenses. If I do not, I will be billed in full for services received. I authorize San Mateo County Mental Health to bill all applicable mental health services to Medi-Care and/or my insurance plan, including any services provided under 26.5. I authorize payment of healthcare benefits to San Mateo County Mental Health.

Signature of Client or Authorized Person Date Reason if client is unable to sign

Client Refused to Sign Authorization: ☐ (Please check if applicable) Date Reason

Name of Interviewer Phone Number Best Time to Contact

FAX COMPLETED COPY TO: MIS/BILLING UNIT (650)-573-2110

ENTERED BY	San Mateo County Behavioral Health and Recovery Services Use Only	CLIENT ACCOUNT #	DATA ENTRY DATE
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MEDI-CAL AND HEALTHY FAMILIES/HEALTHY KIDS/HEALTH WORKS ELIGIBILITY

Below are instructions for accessing the State's MEDS (Medi-Cal Eligibility Determination System) to determine eligibility and clearing share of cost through the internet. If you do not have access to the internet, please call Bernadette Ortiz (phone: 650-573-2712) or Analiza Salise (phone: 650-573-2442) to verify eligibility.

Instructions for Obtaining Medi-Cal Eligibility Using Internet

- Double click on Internet Explorer
- Type in the address box: <https://www.medi-cal.ca.gov/eligibility>
- From the Login Center Transaction Services screen, enter
Userid: **usually 5 zeros followed by your provider number**
- Enter state assigned password – call Medi-Cal Provider Relations Phone Support @
1-800-541-5555
- Click on Submit or press enter
- From the Transaction Services screen, double click on Determine Patient's Eligibility
- From Perform Eligibility screen fill in the following fields:
 - Recipient ID – enter the client's Social Security # (without dashes)
 - Date of Birth – enter the client's DOB (mm/dd/yyyy)
 - Date of Card Issue – if unknown, enter today's date (mm/dd/yyyy)
 - Date of Service – enter the date on which the service is to be performed (mm/dd/yyyy)
 - Click on Submit or press enter

Note:

Click on Back - to return to Transaction Services screen

Clear – press this button to clear the fields in the form

Patient Recall – once any transaction has been performed on a client, pressing this button will fill in the common fields with all of the information from the last transaction. This is useful for using the same client on different transaction (such as eligibility verification, then a Share of Cost) or for correcting data when a transaction has gone through with incorrect data.

Instructions for Clearing Medi-Cal Share of Cost Using Internet

- Double click on Internet Explorer
- Type in the address box: <https://www.medi-cal.ca.gov/eligibility>
- From the Login Center Transaction Services screen, enter
Userid: **your provider number preceded by 5 zeros**
- Enter state assigned password - call Medi-Cal Provider Relations Phone Support @
1-800-541-5555
- Click on Submit or press enter
- From the Transaction Services screen, double click on Determine
Share of Cost
- From Perform SOC screen fill in the following fields:
 - Recipient ID – enter the client’s Social Security # (without dashes)
 - Date of Birth – enter the client’s DOB (mm/dd/yyyy)
 - Date of Card Issue – if unknown, and clearing service for the current month, enter today’s date. If you are clearing a retroactive service, you must have the BIC issue date. (mm/dd/yyyy)
 - Date of Service – enter service date for the “SOC Clearance.” (mm/dd/yyyy)
 - Procedure Code – enter the procedure code for which the SOC is being cleared. The procedure code is required. (90862, 90841, 90882, etc.)
 - Billed Amount – enter the amount in dollars and cents of the total bill for the procedure code. (ex. 100 dollars would be entered as 100.00). If you do not specify a decimal point, a decimal followed by two zeros will be added to the end of the amount entered.
 - Share of Cost Case Number – optional unless applying towards family member’s SOC case
 - Amount of Share of Cost – optional unless a SOC case number was entered
 - Click on Submit or press enter

Note:

Click on Back - to return to Transaction Services screen

Clear – press this button to clear the fields in the form

Patient Recall – once any transaction has been performed on a client, pressing this button will fill in the common fields with all of the information from the last transaction. This is useful for using the same client on different transaction (such as eligibility verification, then a Share of Cost) or for correcting data when a transaction has gone through with incorrect data.

Select SOC Case – this item affects how the Patient Recall button (described above) functions. Simply select the circle above the SOC case number that you want the Patient Recall button to use when it fills out the form. Note that the SOC case numbers are only available if the previous transaction was an Eligibility transaction.

The “Last Used” choice contains the SOC Case number that was used if the previous transaction was a SOC transaction. This is also a default choice if none are selected.

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

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

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

Family Service Agency of San Francisco
Name of Contractor


Signature of Authorized Official

Al Gilbert
Name (please print)

COO
Title (please print)

10/28/14
Date

ATTACHMENT I

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

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

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

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

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

Name of 504 Person - Type or Print

Family Service Agency of San Francisco

Name of Contractor(s) - Type or Print

1500 Franklin Street

Street Address or P.O. Box

San Francisco, CA 94109

City, State, Zip Code

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



Signature

Chief Operations Officer

Title of Authorized Official

10/28/14

Date

*Exception: DHHS regulations state that:

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