

**Amendment 2015-1
to the
Service Agreement Between
San Mateo Health Commission d/b/a Health Plan of San Mateo (HPSM)
And
San Mateo Health System, Behavioral Health and Recovery Services (BHRS)**

This Amendment to the Service Agreement is made this ____ day of _____, by and between the San Mateo Health Commission, a public entity, hereinafter referred to as "HPSM", and the County of San Mateo, San Mateo Health System, Behavioral Health and Recovery Services, hereinafter referred to as "BHRS".

WHEREAS, HPSM and BHRS have entered into an agreement effective October 21, 2014 for the purpose of delegating responsibility for performing mental health and substance abuse recovery services covered under California's Medi-Cal program, hereinafter referred to as the "Service Agreement"; and

WHEREAS, California's Department of Health Care Services is implementing Behavioral Health Therapy as a Medi-Cal benefit for children and adolescent beneficiaries from birth to 21 years of age diagnosed with Autism Spectrum Disorder;

NOW, THEREFORE, HPSM and BHRS agree to amend the Service Agreement as follows:

The attached Exhibit D ("Behavioral Health Therapy Benefit") is hereby added to the Service Agreement and hereby incorporated by reference into the Service Agreement. This Exhibit D delegates HPSM's provision of Behavioral Health Therapy as a Medi-Cal benefit to BHRS.

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EXHIBIT "D"

BEHAVIORAL HEALTH THERAPY BENEFIT

BHRS shall provide Behavioral Health Therapy to HPSM Members under this Agreement. The Behavioral Health Therapy benefit shall be provided pursuant to section 1905(a)(4)(B) of the federal Social Security Act for Early and Periodic Screening, Diagnostic and Treatment services. HPSM is responsible to cover and pay for the delivery of these services to Medi-Cal beneficiaries from birth to 21 years of age diagnosed with Autism Spectrum Disorder as specified by the California Department of Healthcare Services (DHCS) in All-Plan Letter 14-011.

1. HPSM will refer all members seeking to access Behavioral Health Therapy services for Autism Spectrum Disorder to BHRS.

For HPSM members receiving Behavioral Health Therapy services outside of a Regional Center, BHRS shall ensure continuity of care for up to 12 months, unless: (i) the parent or guardian requests a change of provider, (ii) the current provider is unwilling to accept reimbursement at Medi-Cal rates, or (iii) BHRS has quality-of-care concerns that would otherwise exclude the provider from BHRS's network.

For HPSM members not already receiving Behavioral Health Therapy services, BHRS will assess members' eligibility for the benefit by confirming the member: (i) is between birth and 21 years of age, (ii) has a diagnosis of Autism Spectrum Disorder, (iii) exhibits excesses and/or deficits of behavior that significantly interfere with home or community activities, (iv) is medically stable without a need for facility-based services, (v) has a comprehensive diagnostic evaluation indicating Behavioral Health Therapy services are medically necessary and appropriate, and (vi) has a prescription for Behavioral Health Therapy from a physician or psychologist. If a member does not already have a comprehensive diagnostic evaluation indicating Behavioral Health Therapy services are medically necessary and appropriate, BHRS shall conduct or obtain one.

2. BHRS will refer eligible HPSM Members to BHRS-contracted and credentialed qualified providers (as defined by California Health & Safety Code section 1374.73(c)(3)), for development of a treatment plan consistent with the requirements of DHCS's All-Plan Letter 14-011.
3. BHRS will review and approve treatment plans for authorization based upon the requirements of DHCS's All-Plan Letter 14-011, and shall require re-authorization of treatment plans no less frequently than every six months.
4. BHRS will reimburse qualified autism service providers, qualified autism service professionals, and qualified autism service paraprofessionals for Behavioral Health Therapy services delivered in accordance with an approved treatment plan. Payment by HPSM to BHRS shall be based on a fee schedule agreed upon by both parties. The initial fee schedule agreed upon by the parties is attached to and incorporated herein to this Agreement as Exhibit D-1. This fee schedule may be amended or replaced at any time during the term of this agreement by written mutual consent of both parties.

Payment for claims made under the fee schedule shall reflect payment for health care costs that BHRS has incurred in payments to Providers for Covered Services provided to HPSM Members, as well as expenses for clinical and administrative services provided by BHRS. Claims shall be paid in accordance with the lower of the fee schedule or the actual amount of the claim.

5. BHRS will supply referral, assessment, encounter, utilization, quality and cost data as HPSM may require in order to perform disclosure, reporting, administrative, supervisory, and other functions required of Medi-Cal managed care plans.
6. BHRS will continually assess and address any identified concerns regarding the adequacy of BHRS's network of autism service providers and professionals to deliver timely, geographically-accessible, culturally & linguistically appropriate services to HPSM's members.
7. HPSM and BHRS will jointly assess and address operational requirements of the Behavioral Health Therapy benefit for HPSM members diagnosed with autism spectrum disorder, including continuity-of-care procedures, treatment protocols, utilization review, provider credentialing and supervision, claims processing, grievances and appeals.

EXHIBIT D-1

Initial Fee Schedule for Behavioral Health Therapy

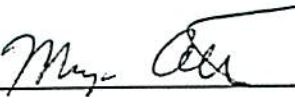
Service	License	H/G Code	Modifier	Rates Charged to HPSM by BHRS
Assessment / Plan Development	Licensed / Certified	H0031		\$680 x case
Supervision - Top Tier	Licensed / Certified	H0046		\$118.00 Hr
Supervision - Second Tier	Master Degree / Experience of BCaBA	H0046	MA	\$75.00 x Hr
ABA - Licensed	Licensed	H2019		\$69.00 x Hr
ABA - Paraprofessional	Paraprofessional	H2019	PA	\$59.00 x Hr
Case Management		G9009		\$59.00 x Hr
Social Skills Group	Licensed	H2014		\$29.00 x Hr
BILINGUAL				
Service	License	H/G Code		Rates Charged to HPSM by BHRS
Assessment / Plan Development	Licensed / Certified	H0031	BI	\$748 x case
Supervision - Top Tier	Licensed / Certified	H0046	BI	\$129.80 x Hr
Supervision - Second Tier	Master Degree / Experience of BCaBA	H0046	MB	\$82.52 x Hr
ABA - Licensed	Licensed	H2019	BI	\$75.52 x Hr
ABA - Paraprofessional	Paraprofessional	H2019	PB	\$64.52 x Hr
Case Management		G9009	BI	\$64.92 x Hr
Social Skills Group	Licensed	H2014	BI	\$31.92 x Hr
Modifier Key				
PA	Paraprofessional			
MA	Master's degree			
BI	Bilingual			
MB	Bilingual Master's			
PB	Bilingual Paraprofessional			

Except as specifically modified above, all terms and conditions of the Service Agreement, as previously amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SAN MATEO HEALTH COMMISSION
d.b.a. HEALTH PLAN OF SAN MATEO

COUNTY OF SAN MATEO



BY

MAYA ALTMAN
CHIEF EXECUTIVE OFFICER

BY

PRESIDENT, BOARD OF SUPERVISORS
SAN MATEO COUNTY

Oct. 28, 2015

DATE

DATE