FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
FAMILY SERVICE AGENCY OF SAN FRANCISCO

THIS FIRST AMENDMENT TO THE 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, the parties entered into an Agreement on June 18, 2013 for mental health services using Contractor's Prevention and Recovery in Early Psychosis (PREP) program; and

WHEREAS, the parties wish to amend the Agreement to implement Contractor's Bipolar Early Assessment and Management (BEAM) program in San Mateo County.

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

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

   In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION DOLLARS (1,000,000).

2. Exhibit A is hereby deleted and replaced with Exhibit A1 attached hereto.

3. Exhibit B is hereby deleted and replaced with Exhibit B1 attached hereto.

4. Exhibit C is hereby deleted and replaced with Exhibit C1 attached hereto.

5. All other terms and conditions of the agreement dated June 18, 2013, between the County and Contractor shall remain in full force and effect.

Signature page follows

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: 12/2/2013

EXHIBIT A1 – SERVICES
FAMILY SERVICE AGENCY OF SAN FRANCISCO
FY 2013 – 2014

In consideration of the payments set forth in Exhibit B1, 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 mean 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 12 and 35 years with first onset of schizophrenia, schizoaffective or schizophreniform disorder within the past two years.

b. Are aged 12 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. Treatment drop-out and non-adherence to medication regimens will be below 15% per year.
      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

      i. Hiring: One clinician currently employed full-time by PREP has been trained to provide Beam services. This clinician will be rebudgeted 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

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

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/pubsdoco/publications/bulletins/part1/part1bull_l.asp.

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 for the term of the Agreement. Contractor shall submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (CCC), and other cultural competence efforts within BHRS, contact HEIM.

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

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

5. 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 B1 notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (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). 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.

III. GOALS AND OBJECTIVES

PREP

A. Remission

Goal: Fewer hospitalizations, a remission of psychotic symptoms, and return to normal life of school, work, family, and friends

Objective 1: Treatment drop-out and non-adherence to medication regimens will be below 15% per year.

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.

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

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.

BEAM

A. Remission

Goal: Fewer hospitalizations and remission of bipolar symptoms.

Objective 1: By June 30, 2014, 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, 2014, clients who have participated in the programfor 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.

B. Rehabilitation

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, 2014, 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.

C. Satisfaction

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

Objective: By July 1, 2014, 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 A1

EXHIBIT B1 – SERVICES

FAMILY SERVICE AGENCY OF SAN FRANCISCO
FY 2013 - 2014

In consideration of the services provided by Contractor in Exhibit A1, 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 DOLLARS ($1,000,000).

B. Payment Rate

1. July 1, 2013 through December 31, 2013

For the period July 1, 2013 through December 31, 2013 the monthly payment shall be 1/12 of $800,000 or $66,666.66

2. January 1, 2014 through June 30, 2014

For the period January 1, 2014 through June 30, 2014 the monthly payment shall increase by 1/12 of $400,000 ($33,333.33) to $99,999.99.

C. Contractor's annual FY 2013-14 budget is attached and incorporated into this Agreement as Exhibit C1.

D. Modifications to the allocations in Paragraph I. A of this Exhibit B1 may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.

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 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 (10^{th}) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.

a. Direct Services/Claims

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

b. Indirect Services/Claims

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

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

   Behavioral Health and Recovery Services
   County of San Mateo
   225 37^{th} 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 B1. 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 B1. 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 Heath 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, 2014, 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, Sections438.604, 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 A1 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 A1 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 A1 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 B1

FAMILY SERVICE AGENCY OF SAN FRANCISCO
FY 2013-14
EXHIBIT C1
Budget For PREP

		SMC PREP 12 month budget		
Personnel Costs	FTE	Annual Salary		
Associate Director - TBD	0.33	75,000	12.00	24,750
Program Manager, Claire Scott	1.00	65,000	12.00	65,000
Staff Therapist, Christine Chiu	0.53	52,000	12.00	27,560
Staff Therapist, Melody Donboli	0.50	50,500	12.00	25,250
Staff Therapist, Kobi Mar	1.00	52,535	12.00	52,535
Family Partner, Gloria Dinkins	1.00	37,500	12.00	37,500
Case Aide, Monet Burpee	1.00	32,750	12.00	32,750
Psychiatrist, Whitney Katherine Smith	0.50	178,619	12.00	89,310
Research Director, Erika Van Buren	0.15	101,000	12.00	15,150
Research Assistant, Jessica Hua	0.20	33,198	12.00	6,640
Office Manager, Irene Lee	0.50	33,153	12.00	16,577
Total FSA Salaries				393,021
Benefits	29.99%			117,867
Total FSA Salaries & Benefits				**$10,887**
Operating Expenses				
Rental of Property				49,200
Repair & Maintenance of Building (including Janitorial)				4,000
Utilities(Elec, Water, Gas, Scavenger)				3,000
Communications (Telephone, Internet,				16,000
Office Supplies				3,500
Dues & Subscriptions				1,000
Meeting Expense				498
Postage				150
Program Related Expenses				5,000
Printing				1,500
Insurance				5,300
Staff Training				4,500
Staff Travel-(Local & Out of Town)				12,000
Rental of Equipment				5,500
Repair & Maintenance of Rental of Equipment				1,200
Subcontractors / Consultants				
UCSF				72,236
Consultant Services (QA Director)				2,000
Total Operating Expense				**186,584**
Indirect @ 14.7	14.7%			102,528
TOTAL PROGRAM COSTS				**800,000**

FAMILY SERVICE AGENCY OF SAN FRANCISCO
FY 2013-14
EXHIBIT C1
Budget of Amendment #1 – Addition of BEAM Services

		BEAM 6 MONTH BUDGET		
Personnel Costs	FTE	Annual Salary		
Associate Director, Claire Scott	0.22	85,000	6.00	9,350
Val, Program Manager	0.43	65,000	6.00	13,975
Admin. Asst, TBD	0.25	33,153	6.00	4,144
(NEW) Intake/Ofc Manager, Gloria Dinkins	0.45	37,500	6.00	8,438
Care Advocate/Voc Specialist, Monet Burpee	0.95	35,000	6.00	16,625
Staff Therapist, Melody (23)	1.00	53,500	6.00	26,750
SCID - Expert	0.50	50,000	6.00	12,500
Family Partner, Gloria Dinkins	0.25	37,500	6.00	4,688
(NEW) Nurse Practitioner, TBD	0.20	90,000	6.00	9,000
Research Director, TBD	0.05	110,000	6.00	2,750
Research Assistant, Jessica Hua	0.10	33,198	6.00	1,660
Program Monitor	0.20	35,000	6.00	3,500
(NEW) Practicum Student, Molly Brennan (3)	0.50	-	6.00	-
(NEW) Practicum Student, Jessica Beeghly (3)	0.50	-	6.00	-
Total FSA Salaries				113,379
Benefits	29.99%			34,002
Total FSA Salaries & Benefits				**147,381**
UCSF Staff				
Descartes, Li	0.10	160,000	6.00	8,000
Total UCSF Salaries				8,000
Operating Expenses	Sq Ft. Rate	Sq Ft.		
Rental of Property				5,000
Communications (Phone system, Internet, telephone)				6,650
Office Supplies				500
Program Related Expenses				650
Insurance				1,500
Staff Travel-(Local & Out of Town)				6,687
Subcontractors / Consultants				
Consultant Services (Division Director)				6,000
Total Operating Expense				**26,987**
Indirect @ 14.7	14.7%			25,632
TOTAL PROGRAM COSTS				**200,000**
		BEAM PRO-RATED Budget		**200,000**