AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CATHOLIC CHARITIES CYO

THIS AGREEMENT, entered into this _____ day of _____ ,

20_____, by and between the COUNTY OF SAN MATEO, hereinafter called

"County," and CATHOLIC CHARITIES CYO, 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-Elections of Third party Billing Process
Attachment D-Payor Financial
Attachment E-Fingerprinting 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 THREE HUNDRED THOUSAND DOLLARS ($300,000).

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: San Mateo County
Address: 225 37th Avenue, San Mateo, CA 94403
Telephone: 650-573-2893
Facsimile: 650-573-2841
Email: BrJohnson@smcgov.org

In the case of Contractor, to:

Name/Title: Catholic Charities CYO
Address: 180 Howard St #100, San Francisco CA 94105
Telephone: 415-507-2000
Facsimile: 415-491-0942
Email: DRoss@CCCYO.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

CATHOLIC CHARITIES CYO
Jeffrey V. Bialik, Executive Director

_____
Contractor's Signature

Date: May 28, 2014

evised 7/1/13)

EXHIBIT A – SERVICES
CATHOLIC CHARITIES CYO
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 PERFORMED BY CONTRACTOR

In full consideration of the payments herein provided for, Contractor shall provide Youth Day Treatment Services (Day Treatment Intensive and Day Rehabilitation), Medication Support services, Crisis Intervention, Mental Health services, and Therapeutic Behavioral Services authorized by the San Mateo County Behavioral Health & Recovery Services Division (BHRS), and as meet medical necessity. These services shall be provided in manner prescribed by the laws of California and in accord with the applicable laws, titles, rules, and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement. These services are provided to a distinct group of seriously emotionally disturbed children and adolescents and occur in a therapeutic, organized and structured setting.

A. Therapeutic Behavioral Services - (provided by St. Vincent's School for Boys)

1. General Description of Services

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

b. The person providing TBS is available on-site to provide individualized one-to-one behavioral assistance and one-to-one interventions to accomplish outcomes specified in the written treatment plan. A necessary component of this service activity is having the staff person on-site and immediately available to intervene for a specified period of time. The expectation is that the staff person will be with the child/youth for a designated time period which may vary in length and may be up to twenty-four (24) hours a day, depending upon the needs of the child/youth. Services shall be available up to Twenty-four (24) hours a day, seven (7) days a week as approved.

c. Two important components of delivering TBS include the following:
   i. Making collateral contacts with family members, caregivers, and others significant in the life of the beneficiary; and
   ii. Developing a plan clearly identifying specific target behaviors to be addressed and the interventions that will be used to address the target behaviors.

d. Contractor shall provide TBS approved by the BHRS Deputy Director of Child and Youth Services or designated TBS coordinator, to clients up to age twenty-one (21). These services shall be provided to full scope Medi-Cal beneficiaries.

e. County reserves the right and authority to set additional higher or more specific standards necessary to manage the delivery of TBS than those set by the State of California.

f. TBS services are not reimbursable on days when Inpatient Services in an acute hospital or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

2. Eligibility Criteria

TBS services shall be offered in a manner that is compliant with requirements for Medi-Cal reimbursement. To qualify for Medi-Cal reimbursement for TBS, a child/youth must meet the Criteria in Paragraphs a, b, and c below.

a. Eligibility for TBS – must meet criteria (i) and (ii).
   i. Full-scope Medi-Cal beneficiary, under twenty-one (21) years, AND
   ii. Meets State medical necessity criteria for Medi-Cal Program.
b. Member of the Certified Class – must meet criteria (i), (ii), (iii), or (iv).
   i. Child/youth is placed in a group home facility of RCL 12 or above and/or a locked treatment facility for the treatment of mental health needs which is not an Institution for Mental Disease which disqualifies them from receiving federally reimbursed Medi-Cal services; or

ii. Child/youth is being considered by the County for placement in a facility described in b.1 above as one option (not necessarily the only option); Additionally, a child/youth meets the requirements when his or her behavior could result in placement in such a facility if the facility were actually available, regardless of whether the placement is available; or child/youth is being considered by the County for placement in a facility described in 2.b.1 above as one option (not necessarily the only option); Additionally, a child/youth meets the requirements when his or her behavior could result in placement in such a facility if the facility were actually available, regardless of whether the placement is available; or

iii. Child/youth has undergone at least one emergency psychiatric hospitalization related to his/her current presenting disability within the preceding twenty-four (24) months; or

iv. Child/youth previously received TBS while a member of the certified class.

c. Need for TBS – must meet criteria (i) and (ii).

i. The child/youth is receiving other specialty mental health services, and

ii. It is highly likely in the clinical judgment of the mental health provider that without the additional short-term support of TBS that:

1) The child/youth will need to be placed in a higher level of residential care, including acute care, because of a change in the child/youth's behaviors or symptoms which jeopardize continued placement in current facility; or

2) The child/youth needs this additional support to transition to a lower level of residential placement. Although the child/youth may be stable in the current placement, a change in behavior or symptoms is expected and TBS are needed to stabilize the child in the new environment. (The MHP or its provider must document the basis for the expectation that the behavior or symptoms will change.)

3. TBS Assessment Process

Contractor will have up to thirty (30) days to complete a TBS Assessment. A TBS Assessment is the initial assessment and plan development of a child/youth referred for TBS services. A TBS Assessment, including functional analysis and TBS Client Plan, must be completed This period at the beginning stage of TBS includes giving immediate assistance to the child/youth and parent/caregiver to relieve stress and avoid crisis, while gathering valuable information on the function and intensity of the behavior in the environment where it occurs. Detailed requirements and formats for TBS Assessments and TBS Client Plans are described below in Paragraph I.A.7 and I.A.8.

4. TBS Discharge Process

   Contractor shall discuss termination of services with the primary therapist, child/youth, and family/caregivers prior to termination of services. During the thirty (30) days prior to termination of TBS, Contractor shall discuss the termination and its impact on the child/youth and family/caregivers with the primary therapist, child/youth, and family/caregivers. Contractor shall establish a setback prevention and response plan. Contractor shall complete a discharge summary documenting the discussion process with primary therapist, child/youth, and family/caregiver, the reason(s)/rationale for termination, and a transition plan that includes a setback prevention and response plan.

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

6. TBS Utilization Request and Review Process

   Contractor shall request payment for TBS from the County. Approval is required in advance of the provision of TBS included in the utilization request form. Services will be approved by the BHRS Deputy Director of Child and Youth Services or designated TBS coordinator.

   a. Initial Utilization Request may not exceed ninety (90) days. However, it may be approved for less days as deemed necessary by the Deputy Director of Child and Youth Services or designated TBS Coordinator. The contractor must submit the following required elements at the time of the Initial Review:
      i. Initial TBS Assessment, which must address target symptom(s) or behavior(s), including a functional analysis; Initial TBS Assessment, which must address target symptom(s) or behavior(s), including a functional analysis;
      ii. TBS Client Plan, which must include at least one (1) TBS intervention. The TBS Client Plan must meet the criteria as set forth in Paragraph I.A.8; TBS Client Plan, which must include at least one (1) TBS intervention. The TBS Client Plan must meet the criteria as set forth in Paragraph I.A.8;
      iii. Progress notes for each TBS service provided. Documentation requirements for progress notes are set forth in Paragraph I.A.9.

   b. Ongoing Utilization Requests

i. Ongoing utilization request may not exceed ninety (90) days. However, utilization reviews may occur more frequently as deemed necessary by the Deputy Director of Child and Youth Services or designated TBS Coordinator.
ii. Continuation of services will be based upon a progress summary that includes clear documentation of:
    1) Client progress toward specific goals and timeframes of TBS Client Plan.
    2) Provision of interventions to address specific goals and target behaviors. Provision of interventions to address specific goals and target behaviors.
    3) Strategy to decrease intensity of services, initiate transition plan, and/or terminate services when TBS has promoted progress toward measurable outcomes identified in the TBS Client Plan; or client has reached plateau in benefit effectiveness. Strategy to decrease intensity of services, initiate transition plan, and/or terminate services when TBS has promoted progress toward measurable outcomes identified in the TBS Client Plan; or client has reached plateau in benefit effectiveness.
    4) If applicable, lack of client progress toward specific goals and timeframes in TBS Client Plan, and changes needed to address the issue(s). If the TBS being provided has been ineffective and client is not progressing toward identified goals, possible treatment alternatives, and the reason that only additionally requested TBS will be effective, and not identified alternative(s).
    5) Significant changes, challenges, and or obstacles to client environment and progress.
    6) Review and update of TBS Client Plan to address new target behaviors, interventions and outcomes as necessary and appropriate; and as necessary significant changes to client environment (e.g., change of residence). Review and update of TBS Client Plan to address new target behaviors, interventions and outcomes as necessary and appropriate; and as necessary significant changes to client environment (e.g., change of residence).
    7) Provision of skills/strategies to parents/caregivers to provide continuity of care when TBS is discontinued.
iii. Contractor must initiate Utilization Request no less than ten (10) days prior to the end of the approved service period.

c. Contractor shall complete a progress summary every ninety (90) days. However progress summaries may be requested more frequently as deemed necessary by the Deputy Director of Child and Youth Services or designated TBS Coordinator. Progress summaries must be reviewed by the TBS coordinator to ensure that TBS continues to be effective for the beneficiary in making progress towards the specified measurable outcomes.

d. Contractor shall monitor the number of hours and days TBS are provided, and shall be responsible for requesting continuation of services according to the timelines identified in Paragraph I.A.6.b.ii.

e. Utilization Decision
   i. For utilization decisions other than the expedited decisions described below in Paragraph I.A.6e.ii., County shall provide notice as expeditiously as the client's mental health condition requires and within fourteen (14) calendar days following receipt of the request for service, with a possible extension of up to fourteen (14) additional calendar days, if the client or Contractor requests an extension; or if County identifies a need for additional information.
   ii. In cases in which Contractor or County determines that following the standard timeframe could seriously jeopardize the client's life or health or ability to attain, maintain, or regain maximum function, the County will make an expedited utilization decision and provide notice as expeditiously as the client's mental health condition requires and no later than three (3) working days after receipt of the utilization request. The County may extend the three (3) working day time period by up to fourteen (14) calendar days if the client requests an extension, or if the County identifies a need for additional information.
   iii. The County shall notify the Contractor of any decision to deny a utilization request, or to approve a service in an amount, duration, or scope that is less than requested.

7. TBS Assessment

   a. TBS Assessments must be done initially and are part of a separate process to determine the need for TBS. The TBS Assessment must be completed using a format provided and approved by the County. The TBS Assessment must identify that client:
      i. Meets medical necessity criteria;
      ii. Is full scope Medi-Cal under twenty-one (21) years of age;
      iii. Is a member of the certified class;
      iv. Needs specialty mental health services in addition to TBS; and
      v. Has specific behaviors and/or symptoms that require TBS.

b. TBS Assessments must:
   i. Identify the client's specific behaviors and/or symptoms that jeopardize current placement and/or symptoms that are expected to interfere with transitioning to a lower level of placement;
   ii. Describe the critical nature of the situation, severity of the clients' behaviors and/or symptoms, other less intensive services that have been tried and/or considered, and why TBS would be appropriate;
   iii. Provide sufficient clinical information to support the need for TBS;
   iv. Identify what changes in behavior and/or symptoms TBS is expected to achieve and how the child's therapist or treatment team will know when these services have been successful and can be reduced or terminated; and
   v. Identify skills and adaptive behaviors that the client is using now to manage the problem behavior and/or is using in other circumstances that could replace the specified problem behaviors and/or symptoms.

8. TBS Client Plan

   a. TBS Services provided shall be specified in a written treatment plan using a format provided or approved by County (herein referred to as "TBS Client Plan"). TBS must be identified as an intervention on the overall Client Treatment and Recovery Plan. TBS is not a stand-alone service The TBS Client Plan shall include the following criteria:
      i. Specific target behaviors or symptoms that jeopardize the current placement or present a barrier to transition to a lower level of care (e.g., tantrums, property destruction, assaultive behavior in school).
      ii. Specific interventions to resolve targeted behaviors or symptoms, such as anger management techniques.
      iii. Specific description of changes in behaviors and/or symptoms that interventions are intended to produce, including a time frame for those changes.
      iv. Specific outcome measures that can be used to demonstrate that the frequency of targeted behaviors has declined and has been replaced with adaptive behaviors.
      v. The TBS Client Plan shall be developed, signed and dated by the TBS staff member, and co-signed by the supervising mental health clinician.

   b. The TBS Client Plan should be adjusted to identify new behaviors, interventions and outcomes as necessary and appropriate; and reviewed and updated as necessary whenever there is a change in the child/youth's residence.

c. As TBS is a short-term service, each TBS Client Plan must include a transition plan from the inception of this service to decrease and/or discontinue TBS when no longer needed, or appear to have reached a plateau in benefit effectiveness.

d. When applicable, the TBS Client Plan must include a plan for transition to adult services when the beneficiary turns twenty-one (21) years old and is no longer eligible for TBS. The plan shall address assisting parents and/or caregivers with skills and strategies to provide continuity of care when this service is discontinued.

e. For clients between the 18 and 21 years of age notes regarding any special considerations should be taken into account, e.g. the identification of an adult case manager.

f. If the TBS are intensive and last for several months without observable improvement towards the treatment goals, the client shall be re-evaluated for a more appropriate placement.

g. TBS Client Plan Addendum

A TBS Client Plan Addendum shall be used to document the following:

i. Significant changes in the client's environment since the initial development of the TBS Client Plan.
ii. When TBS has not been effective and the client is not making progress as expected there must be documented evidence in the chart and any additional information indicating the consideration of alternatives.

9. Progress Notes

Progress notes are required each day TBS is delivered and must include a comprehensive summary covering the time that services were provided. In the progress note, the time of the service may be noted by contact/shift. As with other MHP progress notes, staff travel and documentation time are included with direct service time; on call time may not be claimed. The following must be clearly documented:

a. Occurrences of specific behaviors and/or symptoms that jeopardize the residential placement or prevent transitions to a lower level of placement;

b. Significant interventions identified in the Client Treatment Plan;

10. Strategies to Address Quality Improvement Including Increase Utilization

a. Contractor shall participate with the County in the development and convening of two (2) annual meetings lasting a minimum of two (2) hours each to review the core minimum TBS data elements on access, utilization, and behavioral and institutional risk reduction. One (1) meeting will be a general forum open to the public and the other meeting will include designees of local authorities.

b. Contractor shall summarize the meeting findings in a brief TBS report within thirty (30) days of each meeting.

c. Contractor shall participate in outreach efforts to County mental health providers and local authorities / departments.

11. Service Delivery and Staffing Requirements

a. TBS must be provided by a licensed practitioner of the healing arts or by trained staff members who are under the direction of a licensed practitioner of the healing arts. The qualifications of organizational provider staff delivering this service will be determined by the MHP and may include non-licensed staff. The individuals providing this service must be available on-site to intervene with the child/youth as needed.

b. Commensurate with scope of practice, TBS may be provided by any of the following staff:
   i. Licensed Physician;
   ii. Licensed/Registered/Waivered Clinical Psychologist;
   iii. Licensed/Registered/Waivered Clinical Social Worker;
   iv. Licensed/Registered/Waivered Marriage, Family, and Child Therapist;
   v. Registered Nurse;
   vi. Licensed Vocational Nurse;
   vii Licensed Psychiatric Technician;
   viii. Occupational Therapist; or
   ix. Staff with other education/experience qualifications. The San Mateo County staffing guideline shall be for TBS staff to have a minimum of a Bachelor's Degree in a mental health related field. TBS workers shall be licensed practitioners of the healing arts or trained staff members who are under the direction of a licensed practitioner of the healing arts.

c. TBS is not to supplant other mental health services provided by other mental health staff.

d. Direct TBS providers delivering services in group homes may not be counted in the group home staffing ratio.

e. Direct TBS providers delivering services in day treatment intensive or day treatment rehabilitation sites may not be counted in the day treatment staffing ratio, and the TBS providers function must be clearly differentiated.

f. Contractor must have contact with the parents or caregivers of the client. Contact must be with individuals identified as significant in the clients' life, and must be directly related to the needs, goals and interventions of the TBS client plan. These 'collateral TBS' must meet the requirements of Title 9, CCR, Sections 1810.206 and 1840.314.

B. Day Treatment Services (Day Treatment Intensive/Day Rehabilitation), (Full/Half-day) programs, Medication Support Services, Mental Health Services, and Crisis Intervention - (provided by St. Vincent's School for Boys)

1. General Description of Services

a. Day Treatment Services (Day Treatment Intensive/Day Rehabilitation), (Full/Half-day) programs, Medication Support Services, Mental Health Services and Crisis Intervention shall collectively be referred to herein as "Services."

b. Day Treatment Services (Day Treatment Intensive / Day Rehabilitation) (Full and Half-day) shall collectively be referred to herein as "Day Treatment Services."

c. Day Treatment Intensive Services provide a structured multi-disciplinary treatment program for seriously emotionally disturbed children and adolescents. Day Treatment Intensive Services provide a range of services to assist the child/adolescent to gain the social and functional skills necessary for appropriate development and social integration. Interventions are intended to prevent hospitalization, placement in a more restrictive facility, out-of-home placement, and/or to maintain the client in a community setting.

d. Day Rehabilitation is a structured program of rehabilitation and therapy to improve, maintain or restore personal independence and functioning. For seriously emotionally disturbed children and adolescents. Day Rehabilitation Services focus on maintaining individuals in their community and school settings, consistent with their requirements for learning and development and enhanced self-sufficiency.

These services emphasize delayed personal growth and development. Day Rehabilitation Services may be provided for those clients for whom those services are clinically appropriate and who do not require the level of services provided through Day Treatment Intensive Services.

e. San Mateo County clients authorized for Day Treatment Intensive Services who subsequently are authorized for Day Rehabilitation Services may continue to receive services in Contractor's Day Treatment Intensive Services program. Services provided for such clients shall be reimbursed at the Day Rehabilitation Services rates set forth in Exhibit B.

f. Day Treatment Services may be integrated with an education program as long as it meets all Day Treatment Services requirements. A key component of these services is contact with the families of clients.

g. Full-day Day Treatment Services must be available more than four (4) hours and less than twenty-four (24) hours each program day to qualify as a full-day program. Half-day Day Treatment Services must be available at least three (3) hours each day the program is open to qualify as a half-day program. The client must be present each day (half day or full day as appropriate) Day Treatment Services are claimed. On an exceptional occasion when a client is unavailable for the entire program day, the client must be present a minimum of fifty percent (50%) of the program day for that day's services to be claimed.

h. Contractor shall develop and maintain a Day Treatment Services program description of services and groups, along with a detailed weekly schedule, and shall provide such written materials to County annually and upon request.

i. County reserves the right and authority to set additional higher or more specific standards necessary to manage the delivery of Day Treatment Services than those set by the State of California.

j. Day Treatment Services are not reimbursable on days when Inpatient Services in an acute hospital or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

2. Day Treatment Intensive Services

a. Contractor shall provide Day Treatment Intensive Services to seriously emotionally and behaviorally disturbed San Mateo County resident youth(s) who are pre-approved for service by the BHRS Deputy Director of Child and Youth Services or designee.

b. The Contractor's full-day Day Treatment Intensive Services hours of operation are 3:30 PM to 7:45 PM, five (5) days per week, fifty-two (52) weeks per year. The half-day Day Treatment Intensive Services hours of operation are 2:00 PM to 5:15 PM, five (5) days per week, fifty-two (52) weeks per year.

c. The program is multi-disciplinary in its approach and provides a range of treatment services, including, but not limited to:
   i. Psychological assessment, evaluation, and plan development;
   ii. Education/special education programming;
   iii. Occupational, speech/language, and recreation therapies;
   iv. Individual, group, and family psychotherapy;
   v. Medication assessment and mediation management;
   vi. Psychosocial and functional skills development;
   vii. Crisis intervention; and
   viii. Outreach social services.

d. Day Treatment Intensive Services shall occur in a therapeutic milieu. The purposes of the therapeutic milieu are as follows:
   i. To provide the foundation for the provision of Day Treatment Intensive Services and differentiate these services from other specialty mental health services;
   ii. To include a therapeutic program that is structured by well-defined service components with specific activities being performed by identified staff;
   iii. To create a supportive and nurturing interpersonal environment that teaches, models, and reinforces constructive interaction;
   iv. To support peer/staff feedback to clients on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress;
   v. To empower clients through involvement in the overall program (such as the opportunity to lead community meetings and to provide feedback to peers) and the opportunity for risk taking in a supportive environment; and
   vi. To support behavior management interventions that focus on teaching self-management skills that children, youth, adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function with minimal or no additional therapeutic intervention.

e. Therapeutic Milieu Service Components

The following services must be made available during the course of the therapeutic milieu for an average of at least three hours per day for a full-day Day Treatment Intensive Services program, and an average of at least two hours per day for a half-day program. One program staff member must be present and available to the group during the milieu for all scheduled hours of therapeutic milieu.

i. Psychotherapy: the use of psychosocial methods within a professional relationship to assist the person or persons to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect individuals, groups, or communities in respect to behavior, emotions, and thinking, in respect to their intrapersonal and interpersonal processes. This service is provided by licensed, registered, or waivered staff practicing within their scope of practice. This service does not include physiological interventions, including medication intervention.
ii. Process groups: program staff will facilitate groups to help clients develop skills to deal with their individual problems/issues by using the group process to provide peer interaction and feedback in developing problem-solving strategies and to assist one another in resolving behavioral and emotional problems.
iii. Skill building groups: program staff will help clients to identify barriers/obstacles related to their psychiatric/psychological experiences and, through the course of group interaction, become better able to identify skills that address symptoms and behaviors and increase adaptive behaviors.
iv. Adjunctive Therapies: non-traditional therapy that utilizes self-expression (for example: art, recreation, dance, and music) as the therapeutic intervention.

f. Daily Community Meetings

A community meeting will take place at least once a day, but may occur more frequently as necessary to address issues pertinent to the continuity and effectiveness of the treatment milieu. This meeting must involve staff and clients. One participating staff member must have a scope of practice that includes psychotherapy. The content of the meeting must include, at minimum, the following:

i. Schedule for the day;
ii. Any current events;
iii. Individual issues that clients or staff wish to discuss to elicit support of the group process;
iv. Conflict resolution within the milieu;
v. Planning for the day, the week or for special events;

vi. Old business from previous meetings or from previous day treatment experiences; and
vii. Debriefing or wrap-up.

g. Weekly Schedule

A detailed written weekly schedule will be made available by Day Treatment Intensive Services program staff to clients and, as appropriate, to client families, caregivers or significant support persons. The schedule will identify staffing, time, and location of program components. It will also specify the qualifications and the scope of responsibility of staff.

h. Excluded Activities

The time required for staff travel, documentation and caregiver contact is not to be included in the hours of therapeutic milieu.

i. Contact with Significant Support Persons

The Day Treatment Intensive Services program must allow for at least one contact (face-to-face, e-mail, telephone) per month with the legally responsible adult (for a client who is a minor), or with a family member, caregiver or other significant support person. Adult clients may choose whether or not this service component is done for them. These contacts and involvement should focus on the role of the significant support person in supporting the client's community reintegration. It is expected that this contact will occur outside hours of operation and the therapeutic milieu for Day Treatment Service.

j. Crisis Response

The Day Treatment Intensive Services program must have an established protocol for responding to clients experiencing a mental health crisis. This must assure availability of appropriately trained staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the client's urgent or emergency psychiatric condition. If clients will be referred to services outside the program, the program staff must have the capacity to handle the crisis until the client is linked to outside crisis services.

k. Authorization Requests

The BHRS Deputy Director of Child and Youth Services or designee will authorize payment for all admissions of San Mateo County clients to the Day Treatment Intensive Services program. Authorization will be based at a minimum on medical and service necessity criteria in State Medi-Cal guidelines and regulations. In order to be reimbursed for Day Treatment Intensive Services contractor must meet the following authorization requirements:

i. Contractor must request authorization for payment from County using the Authorization Form or a similar form approved by County, and clinical documentation that establishes the need for the service. For initial authorizations, contractor must complete the Initial Authorization Request form within two weeks following the client's entry to the Day Treatment Program. Thereafter, requests for reauthorization of services must be submitted at least two weeks prior to end date of the previous authorization.
ii. Contractor must provide an additional prior authorization for services that exceed five (5) days per week.
iii. Contractor must request authorization for the continuation of services at least every three (3) months, or more frequently if requested by County.
iv. Contractor must request authorization for the provision of counseling, psychotherapy, and other similar intervention services, including Mental Health Services, beyond those provided in the Day Treatment Intensive Services. These services may not be provided at the same time as Day Treatment Intensive Services even if authorized. (Excluded from this restriction are services to treat emergency and urgent conditions, medication support services, and Therapeutic Behavioral Services that are provided on the same day as Day Treatment Intensive Services.) Authorization of these services must occur on the authorization schedule determined by the BHRS Deputy Director or designee and no later than on the same cycle as authorization for Day Treatment Intensive Services.
v. The authorization must specify the number of days per week as well as the length of time services will be provided.

l. Authorization Decisions

i. For authorization decisions other than the expedited decisions described below in Paragraph I.A.2.l.ii., County shall provide notice as expeditiously as the client's mental health condition requires and within fourteen (14) calendar days following receipt of the request for service, with a possible extension of up to fourteen (14) additional calendar days, if the client or Contractor requests an extension; or if County identifies a need for additional information.

ii. For initial authorizations and in cases in which Contractor or County determines that following the standard timeframe could seriously jeopardize the client's life or health or ability to attain, maintain, or regain maximum function, the County will make an expedited authorization decision and provide notice as expeditiously as the client's mental health condition requires and no later than three (3) working days after receipt of the request for authorization. The County may extend the three (3) working day time period by up to fourteen (14) calendar days if the client requests an extension, or if the County identifies a need for additional information.

iii. The County shall notify the Contractor of any decision to deny an authorization request, or to authorize a service in an amount, duration, or scope that is less than requested.

m. Documentation

Each youth will have an individualized client treatment plan developed by the Day Treatment Intensive Services program staff signed by a licensed, waivered or registered staff member. A copy of this plan will be provided to the BHRS Deputy Director of Child and Youth Services or designee within sixty (60) days and yearly thereafter.

i. Client treatment plans will:
   1) Be provided to the BHRS Deputy Director of Child and Youth Services or designee within sixty (60) days of admission to the program;
   2) Be updated at least annually and are due to the BHRS Deputy Director of Child and Youth Services or designee during the calendar month prior to the anniversary date established by BHRS, which is located on the BHRS Client Face Sheet;
   3) Have specific observable and/or specific quantifiable goals;
   4) Identify the proposed type(s) of intervention;
   5) Have a proposed duration of intervention(s); and
   6) Be signed (or electronic equivalent) by:
      a) The person providing the service(s), or
      b) A person representing a team or program providing Services, or
      c) When the client plan is used to establish that Services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category, by a:
         i) Physician,
         ii) Licensed/registered/waivered psychologist,
         iii) Licensed/registered/waivered social worker,
         iv) Licensed/registered/waivered MFT, or
         v) Registered nurse who is either staff to the program or the person directing the Services.

ii. Client Progress Notes
    1) Day Treatment Intensive Services require:
        a) Daily progress notes on activities, and
        b) Weekly clinical summaries, which must be signed (or electronic equivalent) by a:
            i) Physician,
            ii) Licensed/registered/waivered psychologist,
            iii) Clinical social worker,
            iv) MFT, or
            v) Registered nurse who is either staff to the program or the person directing the Services. v) Registered nurse who is either staff to the program or the person directing the Services.

    2) The signature for the weekly summary shall include the person's professional degree, licensure, or job title, and will include the dates Services were provided and progress towards meeting client goals. Copies of weekly summaries shall be forwarded along with the monthly invoice to the BHRS Deputy Director of Child and Youth Services or designee.

n. Staffing

The staff must include at least one (1) person whose scope of practice includes psychotherapy.

i. Staff Qualifications: Commensurate with scope of practice, Day Treatment Intensive Services may be provided by any of the following staff:
    1) Licensed Physician,
    2) Licensed/Waivered Clinical Psychologist,
    3) Licensed/Registered Clinical Social Worker,
    4) Licensed/Registered Marriage, Family and Child Therapist,
    5) Registered Nurse,
    6) Licensed Vocational Nurse,
    7) Licensed Psychiatric Technician,
    8) Occupational Therapist, or
    9) Mental Health Rehabilitation Specialist. A Mental Health Rehabilitation Specialist is an individual who has a baccalaureate degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social education may be substituted for the experience requirement on a year-for-year basis; up to two (2) years of post associate arts clinical experience may be substituted for the required educational experience in addition to the requirement of four (4) years of experience in a mental health setting.

ii. Staffing Ratio: At a minimum there must be an average ratio of at least one (1) professional staff member (see staffing list above) to eight (8) individuals (1:≤8) in attendance during the period the program is open. In Day Treatment Intensive Services programs serving more than twelve (12) clients (1:>12) there shall be at least one (1) person from two (2) of the staffing groups listed above. One staff person must be present and available to the group in the therapeutic milieu in all hours of operation.

Other staff may be utilized according to program need, but shall not be included as part of the above ratio. A clear audit trail shall be maintained for staff members who function as both Day Treatment Intensive Services program staff and in other capacities.

3. Day Rehabilitation Services

a. Contractor shall provide Day Rehabilitation Services to seriously emotionally and behaviorally disturbed San Mateo County resident youth(s) pre-approved for service by the BHRS Deputy Director of Child and Youth Services or designee.

b. The Contractor's full-day Day Rehabilitation Services hours of operation are 3:00 PM to 7:15 PM, five (5) days per week, fifty-two (52) weeks per year. The half-day Day Rehabilitation Services hours of operation are 2:00 PM to 5:15 PM, five (5) days per week, fifty-two (52) weeks per year.

c. The Day Rehabilitation Services program is multi-disciplinary in its approach and provides a range of treatment services, including, but not limited to:
   i. Psychological assessment, evaluation, and plan development;
   ii. Education/special education programming;
   iii. Occupational, speech/language, and recreation therapies;
   iv. Medication assessment and medication management;
   v. Psychosocial/functional skills development;
   vi. Crisis intervention; and
   vii. Outreach social services.

d. Day Rehabilitation Services shall occur in a therapeutic milieu. The purposes of the therapeutic milieu are as follows:
   i. To provide the foundation for the provision of Day Rehabilitation Services and differentiate these services from other specialty mental health services;

ii. To include a therapeutic program that is structured by well-defined service components with specific activities being performed by identified staff;
iii. To create a supportive and nurturing interpersonal environment that teaches, models, and reinforces constructive interaction;
iv. To support peer/staff feedback to clients on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress;
v. To empower clients through involvement in the overall program (such as the opportunity to lead community meetings and to provide feedback to peers) and the opportunity for risk taking in a supportive environment; and
vi. To support behavior management interventions that focus on teaching self-management skills that children, youth, adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function with minimal or no additional therapeutic intervention.

e. Therapeutic Milieu Service Components

The following services must be made available during the course of the therapeutic milieu for an average of at least three (3) hours per day for a full-day Day Rehabilitation Services program, and an average of at least two (2) hours per day for a half-day program. One program staff member must be present and available to the group during the milieu for all scheduled hours of therapeutic milieu.

i. Process groups: program staff will facilitate groups to help clients develop skills to deal with their individual problems/issues by using the group process to provide peer interaction and feedback in developing problem-solving strategies and to assist one another in resolving behavioral and emotional problems.
ii. Skill building groups: program staff will help clients to identify barriers/obstacles related to their psychiatric/psychological experiences and, through the course of group interaction, become better able to identify skills that address symptoms and behaviors and increase adaptive behaviors.
iii. Adjunctive Therapies: non-traditional therapy that utilizes self-expression (for example: art, recreation, dance, and music) as the therapeutic intervention.

f. Daily Community Meetings

A community meeting will take place at least once a day, but may occur more frequently as necessary to address issues pertinent to the continuity and effectiveness of the treatment milieu. This meeting must involve staff and clients. The content of the meeting must include, at minimum, the following:

i. Schedule for the day;
ii. Any current event;
iii. Individual issues that clients or staff wish to discuss to elicit support of the group process;
iv. Conflict resolution within the milieu;
v. Planning for the day, the week or for special events;
vi. Old business from previous meetings or from previous day treatment experiences; and
vii. Debriefing or wrap-up.

g. Weekly Schedule

A detailed written weekly schedule will be made available by program staff to clients and, as appropriate, to client families, caregivers or significant support persons. The schedule will identify staffing, time, and location of program components. It will also specify the qualifications and the scope of responsibility of staff.

h. Excluded Activities

The time required for staff travel, documentation and caregiver contact is not to be included in the hours of therapeutic milieu.

i. Contact With Significant Support Persons

The Day Rehabilitation Services program must allow for at least one (1) contact (face-to-face, e-mail, telephone) per month with the legally responsible adult (for a client who is a minor), or with a family member, caregiver or other significant support person. Adult clients may choose whether or not this service component is done for them. These contacts and involvement should focus on the role of the significant support person in supporting the client's community reintegration. It is expected that this contact will occur outside hours of operation and the therapeutic milieu for Day Treatment Service.

j. Crisis Response

The Day Rehabilitation Services program must have an established protocol for responding to clients experiencing a mental health crisis. This must assure availability of appropriately trained staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the client's urgent or emergency psychiatric condition. If clients will be referred to services outside the program, the program staff must have the capacity to handle the crisis until the client is linked to outside crisis services.

k. Authorization Requests

The BHRS Deputy Director of Child and Youth Services or designee will authorize payment for all admissions of San Mateo County clients to the Day Rehabilitation Services program. Authorization will be based at a minimum on medical and service necessity criteria in State Medi-Cal guidelines and regulations. In order to be reimbursed for services Contractor must meet the following authorization requirements:

i. Contractor must request authorization for payment from County using the Authorization Form or a similar form approved by County, and clinical documentation that establishes the need for the service. For initial authorizations, contractor must complete the Initial Authorization Request form within two weeks following the client's entry to the Day Treatment Program. Thereafter, requests for reauthorization of services must be submitted at least two (2) weeks prior to end date of the previous authorization.
ii. Contractor must provide an additional prior authorization for services that exceed five (5) days per week.
iii. Contractor must request authorization for the continuation of services at least every six (6) months, or more frequently if requested by County.
iv. Contractor must request authorization for the provision of counseling and other similar intervention services beyond those provided in the Day Treatment Services. These services may not be provided to a Day Rehabilitation Services client during the Day Rehabilitation Services program hours, even if such service is authorized. (Excluded from this restriction are services to treat emergency and urgent conditions, medication support services, and Therapeutic Behavioral Services that are provided on the same day as Day Treatment Rehabilitation Services.) Authorization of these services must occur on the authorization schedule determined by the BHRS Deputy Director of Child and Youth Services or designee and no later than on the same cycle as authorization for Day Rehabilitation Services.
v. Authorization must specify the number of days per week as well as the length of time services will be provided.

l. Authorization Decisions

i. For authorization decisions other than the expedited decisions described below in Paragraph I.A.3.l.(ii), County shall provide notice as expeditiously as the client's mental health condition requires and within fourteen (14) calendar days following receipt of the request for service, with a possible extension of up to fourteen (14) additional calendar days, if the client or Contractor requests an extension; or if County identifies a need for additional information.

ii. For initial authorizations and in cases in which Contractor or County determines that following the standard timeframe could seriously jeopardize the client's life or health or ability to attain, maintain, or regain maximum function, the County will make an expedited authorization decision and provide notice as expeditiously as the client's mental health condition requires and no later than three (3) working days after receipt of the request for authorization. The County may extend the three (3) working day time period by up to fourteen (14) calendar days if the client requests an extension, or if the County identifies a need for additional information.

iii. The County shall notify the Contractor of any decision to deny an authorization request, or to authorize a service in an amount, duration, or scope that is less than requested.

m. Documentation

Each youth will have an individualized client treatment plan developed by the Day Treatment Intensive Services program staff signed by a licensed, waivered or registered staff member. A copy of this plan will be provided to the BHRS Deputy Director of Child and Youth Services or designee within sixty (60) days and yearly thereafter.

i. Client treatment plans will:
   1) Be provided to the BHRS Deputy Director of Child and Youth Services or designee within sixty (60) days of admission to the program;
   2) Be updated at least annually and are due to the BHRS Deputy Director of Child and Youth Services or designee during the calendar month prior to the anniversary date established by BHRS which is located on the BHRS Client Face Sheet;
   3) Have specific observable and/or specific quantifiable goals;
   4) Identify the proposed type(s) of intervention;
   5) Have a proposed duration of intervention(s); and
   6) Be signed (or electronic equivalent) by:

a) The person providing the service(s),
b) A person representing a team or program providing services, or
c) When the client plan is used to establish that services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category, by a:
i) Physician,
ii) Licensed/registered/waivered psychologist,
iii) Licensed/registered/waivered social worker,
iv) Licensed/registered/waivered MFT, or
v) Registered nurse who is either staff to the program or the person directing the service.

ii. Client Progress Notes

Day Rehabilitation Services require weekly summaries, written or co-signed (or the electronic equivalent) by a person providing the service. The signature shall include the person's professional degree, licensure, or job title. The weekly summary shall include the dates that services were provided. There is no requirement for daily progress notes.

n. Staffing

i. Staff Qualifications: Commensurate with scope of practice, Day Rehabilitation Services may be provided by any of the following staff:

1) Licensed Physician,
2) Licensed/Waivered Clinical Psychologist,
3) Licensed/Registered Clinical Social Worker,
4) Licensed/Registered Marriage, Family and Child Therapist,
5) Registered Nurse,
6) Licensed Vocational Nurse,
7) Licensed Psychiatric Technician, or

8) Mental Health Rehabilitation Specialist. A Mental Health Rehabilitation Specialist is an individual who has a baccalaureate degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment, or vocational adjustment. Up to two (2) years of graduate professional education may be substituted for the experience requirement on a year-for-year basis; up to two (2) years of post associate arts clinical experience may be substituted for the required educational experience in addition to the requirement of four years of experience in a mental health setting.

ii. At a minimum there must be an average ratio of at least one (1) professional staff member (see staffing list above) to ten (10) individuals (1:≤10) in attendance during the period the program is open. In Day Rehabilitation Services programs serving more than twelve (12) clients (1:<12) there shall be at least one (1) person from two (2) of the staffing groups listed in Paragraph I.A.3.m. of this Exhibit A. One (1) staff person must be present and available to the group in the therapeutic milieu in all hours of operation.

iii. Other staff may be utilized according to program need, but shall not be included as part of the above ratio. A clear audit trail shall be maintained for staff members who function as both Day Rehabilitation Services staff and in other capacities.

4. Medication Support Services

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

b. Authorization shall be on the same cycle required for continuation of the concurrent Day Treatment Services.

c. Medication Support Services include:
   i. Prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness;
   ii. Evaluation of the need for medication, prescribing and/or dispensing;
   iii. Evaluation of clinical effectiveness and side effects of medication;
   iv. Obtaining informed consent for medication(s); and

v. Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons).

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

e. Medication Support Services are not reimbursable on days when Inpatient Services in an acute hospital or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

5. Mental Health Services

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

b. Authorization shall be on the same cycle required for continuation of the concurrent Day Treatment Services.

c. Mental Health Services include:

i. Therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments; and

ii. Therapeutic interventions consistent with the client's goals of learning, development, independent living and enhanced self-sufficiency that are designed to reduce mental disability and/or facilitate improvement or maintenance of functioning.

d. Therapy services provided in conjunction with Day Treatment Services shall generally focus on family therapy. These services provided during Day Treatment Services program hours may not be billed as a separate service.

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

f. Mental Health Services are not reimbursable on days when Inpatient Services in an acute hospital or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

6. Crisis Intervention

    a. Contractor shall provide Crisis Intervention if medically necessary.

    b. Crisis Intervention is a service, lasting less than twenty-four (24) hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Crisis Intervention as described in this Paragraph I.A.6. is a separate service from crisis intervention service which is an expected part of Day Treatment Services as set forth in Paragraphs I.A.2.j. and I.A.3.j.

    c. To be considered for payment Crisis Intervention must be:
        i. Retroactively authorized by the BHRS Assistant Director or designee, and
        ii. Provided during non-Day Treatment (Day Rehabilitation and/or Day Treatment Intensive) hours only.

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

    e. Crisis Intervention Services are not reimbursable on days when Inpatient Services in an acute hospital or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

C. Mental Health Services (Authorized by the Mental Health Plan (MHP)

Contractor shall provide services for clients under the MHP. These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the Health Kids Program, HealthWorx, and clients known to be uninsured, for whom the MHP has assumed responsibility.

1. All clients shall be authorizes for services by the ACCESS Team of San Mateo County Behavioral Health and Recovery Services (BHRS). Separate authorizations shall be required for assessment and ongoing treatment services.

2. Services shall include the following:
    a. <u>Assessment Services:</u> Assessment services include clinical analysis of the history and current status of the client's mental, emotional or behavioral condition.

    b. <u>Treatment Services:</u>
        1) Individual Therapy: Individual Therapy are those therapeutic interventions consistent with the client's goals that focus primarily on

symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual but may include family or significant support persons when the individual is present, but the focus of work is on the client and not the family system.

c. Family Therapy: Family Therapy consists of contact with the client and one or more family members and/or significant support persons. Services shall focus on the care and management of the client's mental health conditions within the family system.

d. Group Therapy: Group Therapy are therapeutic interventions for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include group family therapy when families of two or more clients are present, and the client is not present.

e. Collateral Services: Collateral Services consists of contact with one or more family members and/or significant support persons (when the client is not present) which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plans.

3. Reporting

a. Contractor shall provide the County with complete outreach forms monthly for scanning into BHRS database. In the event that Contractor does not use BHRS outreach forms, Contractor shall provide monthly electronic file containing:
   1) count of outreach contacts
   2) ethnicity of people contacted
   3) language of people contacted
   4) location of outreach activities
   5) number of referrals to BHRS

b. Referral Process

Contractor shall work with County to develop a referral procedure document to guide all NCOC partners in making referrals to BHRS.

D. Targeted Case Management

Targeted Case Management Services are activities that are provided by Contractor's staff to access medical, educational, social, prevocational, vocational, rehabilitative, or other needed services for eligible clients. Services may include the following:

1. Linkage and Coordination - the identification and pursuit of resources including, but not limited to, the following:

    a. Coordination of care including communication, coordination, and referral.

    b. Monitoring service delivery to ensure an individual's access to service and the service delivery system.

    c. Linkage, brokerage services focused on transportation, housing, or finances.

2. Placement Services Supportive assistance to the individual in the assessment, determination of need, and securing of adequate and appropriate living arrangements including, but not limited to, the following:

    a. Locating and securing an appropriate living environment.

    b. Locating and securing funding.

    c. Pre-placement visit(s).

    d. Negotiation of housing or placement contracts.

    e. Placement and placement follow-up.

    f. Accessing services necessary to secure placement.

3. Crisis Intervention

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

    b. Contractor shall provide Crisis Intervention if medically necessary.

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

4. Authorization Requests

   The Deputy Director of Child and Youth Services or designee will authorize all payment for Outpatient Mental Health Services. Authorization will be based at a minimum on medical and service necessity criteria in State Medi-Cal guidelines and regulations. In order to be reimbursed Contractor must meet the following authorization requirements:

   a. Contractor must request prior authorization for payment from County using the Authorization Form or a similar form approved by County, and clinical documentation that establishes the need for Outpatient Mental Health Services.

   b. Contractor must provide an additional prior authorization for Outpatient Mental Health Services that exceed five (5) days per week.

   c. Contractor must request authorization for the continuation of Outpatient Mental Health Services at least every six (6) months or more frequently, if requested by County.

   d. Authorization must specify the number of days per week as well as the length of time Outpatient Mental Health Services will be provided.

5. Authorization Decisions

   a. For authorization decisions other than the expedited decisions described below in Paragraph I.C.5.b. of this Exhibit A, County shall provide notice as expeditiously as the client's mental health condition requires and within fourteen (14) calendar days following receipt of the request for Outpatient Mental Health Services, with a possible extension of up to fourteen (14) additional calendar days, if the client or Contractor requests an extension; or if County identifies a need for additional information.

   b. In cases in which Contractor or County determines that following the standard timeframe could seriously jeopardize the client's life or health or ability to attain, maintain, or regain maximum function, the County will make an expedited authorization decision and provide notice as expeditiously as the client's mental health condition requires and no later than three (3) working days after receipt of the request for authorization. The County may extend the three (3) working day time period by up to fourteen (14) calendar days if the client requests an extension, or if the County identifies a need for additional information.

c. The County shall notify the Contractor of any decision to deny an authorization request or to authorize Outpatient Mental Health Services in an amount, duration, or scope that is less than requested.

6. Documentation

Each youth will have an individualized client treatment plan developed by the Day Treatment Intensive Services program staff signed by a licensed, waivered or registered staff member. A copy of this plan will be provided to the BHRS Deputy Director of Child and Youth Services or designee within 60 days and yearly thereafter.

a. Client treatment plans will:

i. Be provided to the BHRS Deputy Director of Child and Youth Services or designee within sixty (60) days of admission to the program.
ii. Be updated at least annually and are due to the BHRS Deputy Director of Child and Youth Services or designee during the calendar month prior to the anniversary date established by BHRS which is located on the BHRS Client Face Sheet.
iii. Have specific observable and/or specific quantifiable goals;
iv. Identify the proposed type(s) of intervention;
v. Have a proposed duration of intervention(s); and
vi. Be signed (or electronic equivalent) by:
    1) The person providing the Outpatient Mental Health Services, or
    2) A person representing a team or program providing Outpatient Mental Health Services, or
    3) When the client plan is used to establish that Outpatient Mental Health Services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category, by a:
        a) Physician,
        b) Licensed/registered/waivered psychologist,
        c) Licensed/registered/waivered social worker,
        d) Licensed/registered/waivered Marriage and Family Therapist, or
        e) Registered nurse who is either staff to the program or the person directing the Outpatient Mental Health Services.

b. Client Progress Notes

Daily progress notes on activities which must be signed (or electronic equivalent) by a:

i. Physician,
ii. Licensed/registered/waivered psychologist,
iii. Clinical social worker,
iv. Marriage and Family Therapist, or
v. Registered nurse who is either staff to the program or the person directing the Outpatient Mental Health Services.

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

II. ADMINISTRATIVE REQUIREMENTS

A. Paragraph 13 of the Agreement and Paragraph I.O.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 (18^{th}) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards (Contractor is allowed to maintain records for a longer period of time if required by other regulations or licenses).

B. Administering Satisfaction Surveys

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

C. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or jafrica@smcgov.org

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

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

a. Contractor shall provide the County with complete outreach forms monthly for scanning into BHRS database.

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 with clients in a culturally and linguistically appropriate manner.)

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

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

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

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

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

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

E. Contractor shall provide all pertinent documentation required for state and federal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the BHRS Policies & Documentation Manual (as defined in Paragraph II. of this Exhibit 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.

F. 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).

G. BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on an annual basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting form, Policy #93-11) should a current employee, intern or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

1. Office of Inspector General
   Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.
2. California Department of Healthcare Services (DHCS)
   Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Healthcare Services (DHCS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medi-cal.ca.gov, once there, type in "medi-cal suspended and ineligible provider list" in the search box.

   .

H. 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. 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.

J. Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. These documents are available at www.sanmateo.networkofcare.org/mh by following the links: "For Providers" to "Service Provider Forms and Documents." 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

K. Advance Directives

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

L. Beneficiary 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. 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.

N. 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.

O. 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.

P. Beneficiary Brochure and Provider Lists

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

Q. 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. 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.

R. 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.

S. 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.

T. 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.

U. Developmental Assets

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

III. GOALS AND OBJECTIVES / REPORTING

A. <u>Therapeutic Behavioral Services</u>

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

Objective 1: At least eighty percent (80%) of children served will be maintained at the current or a reduced level of placement during the receipt of TBS and for thirty (30) days following the receipt of direct TBS.

Data shall be collected by Contractor

Goal 2: Child/youth shall be offered an opportunity to respond to a satisfaction survey concerning TBS.

Data shall be collected by Contractor in collaboration with County

B. Day Treatment Services (Intensive and Rehabilitation)

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

Objective 1: At least 95% of children served will be maintained in their current or reduced level of placement during their course of treatment.

Data shall be collected by County

Day Treatment Intensive only

Objective 2: There will be no more than one (1) psychiatric hospitalization during the course of Day Treatment Intensive Services per enrolled youth.

Data shall be collected by County

C. Mental Health Services (authorized by MHP)

Goal 1: Contractor shall avoid more intensive levels of mental health services for clients.

Objective 1: No more than five percent (5%) of cases treated by Contractor shall be admitted to a psychiatric emergency service unit between the time of intake and a year after intake.

Goal 2: All clients receiving at least three (3) treatment service shall be administered a client satisfaction survey provided by the MHP.

Objective 1: Ninety percent (90%) of clients served shall be satisfied with service as measured by client satisfaction survey administered by the MHP.

EXHIBIT B – PAYMENTS AND RATES
CATHOLIC CHARITIES CYO
FY 2014 – 2015

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

I. 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 THREE HUNDRED THOUSAND DOLLARS ($300,000).

A. Therapeutic Behavioral Services (provided by St. Vincent's School for Boys)

1. For TBS described in Paragraph I.A. of Exhibit A, except as provided in Paragraphs I.A.3. and I.A.4. of this Exhibit B, and for the term of this Agreement County shall pay Contractor on a fee for service basis at a minute rate of TWO DOLLARS AND SIXTY-NINE CENTS ($2.69) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.E. of this Exhibit B.

2. Contractor shall be paid at the rate of TWO DOLLARS AND SIXTY-NINE CENTS ($2.69) per minute up to a maximum of six (6) hours for the completion of the initial TBS Assessment as described in Paragraph I.A.7. of Exhibit A and development of the initial TBS Client Treatment Plan as described in Paragraph I.A.8. of Exhibit A. Such payment shall be exclusive of and separate from payment for all other services as described in Paragraph I.A.1. of this Exhibit B. County shall pay such rate less any third-party payments as set forth in Paragraph I E. of this Exhibit B.

3. Contractor shall be paid at the rate of TWO DOLLARS AND SIXTY-NINE CENTS ($2.69) per minute for Collateral services as described in Exhibit A I.A.1.c.i. County shall pay such rate less any third-party payments as set forth in Paragraph I.E. of this Exhibit B.

4. Contractor shall only be reimbursed for minutes worked by direct services staff. The cost of providing supervisory and administrative support is included in the per-minute rates in Paragraphs I.A.1., I.A.2. and I.A.3. of this Exhibit B.

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

6. TBS are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except on the day of admission to those services. TBS are reimbursable during Day Treatment Services when the TBS provider is not a Day Treatment staff member during the same time period of the Day Treatment Services program.

B. Day Treatment Services (Intensive and Rehabilitative), Medication Support Services, Mental Health Services, Crisis Intervention and Targeted Case Management - (provided by St. Vincent's School for Boys)

1. For full-day Day Treatment Intensive Services described in Paragraphs I.B.2. of Exhibit A Contractor shall be paid at the rate of TWO HUNDRED EIGHT DOLLARS AND FIFTY CENTS ($208.50) per day.

2. For half-day Day Treatment Intensive Services Contractor shall be paid at the rate of ONE HUNDRED FORTY-EIGHT DOLLARS AND FORTY-FIVE CENTS ($148.45) per day.

3. For full-day Day Treatment Rehabilitation Services described in Paragraph I.B.3. of Exhibit A Contractor shall be paid at the rate of ONE HUNDRED THIRTY-FIVE DOLLARS AND EIGHTEEN CENTS ($135.18) per day.

4. For half-day Day Treatment Rehabilitation Services Contractor shall be paid at the rate of EIGHTY-SIX DOLLARS AND SIXTY CENTS ($86.60) per day.

5. For clients authorized for Day Treatment Intensive Services who receive full-day services in the Day Treatment Rehabilitation Services as described in Paragraph I.B.3. of Exhibit A Program Contractor shall be paid at the rate of ONE HUNDRED THIRTY-FIVE DOLLARS AND EIGHTEEN CENTS ($135.18) per day.

6. For clients authorized for Day Treatment Intensive Services who receive half-day services in the Day Treatment Rehabilitation Services Program as described in Paragraph I.B.3. of Exhibit A Contractor shall be paid at the rate of EIGHTY-SIX DOLLARS AND SIXTY CENTS ($86.60) per day.

7. For Medication Support Services described in Paragraph I.B.4. of Exhibit A, County shall pay Contractor at the rate of FOUR DOLLARS AND NINETY-SIX CENTS ($4.96) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.E. of this Exhibit B.

8. For Mental Health Services described in Paragraph I.B.5. of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND SIXTY-NINE CENTS ($2.69) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.E. of this Exhibit B.

9. For Crisis Intervention Service described in Paragraph I.B.6. of Exhibit A, County shall pay Contractor at the rate of FOUR DOLLARS ($4.00) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.E. of this Exhibit B.

10. For Targeted Case Management Services described in Paragraph I.D of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND EIGHT CENTS ($2.08) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.E. of this Exhibit B.

11. For Day Treatment Services, Medication Support Services, Mental Health Services Crisis Intervention and Targeted Case Management Services payment shall be made on a monthly basis upon County's receipt of the following:
    a. All required documentation adhering to Medi-Cal guidelines,
    b. Documentation for each minute of service, and
    c. Documentation relating to each appropriate authorization.

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

13. County shall pay rates for Day Treatment Services (Intensive and Rehabilitation), Medication Support Services, Mental Health Services, and Crisis Intervention services less any third-party payments as set forth in Paragraph I.E. of this Exhibit B.

14. Payment – TBS and Day Treatment Rehabilitation Services

    a. For the period of July 1, 2014 through June 30, 2015, notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) for services rendered as described in Section I.B. of Exhibit A of this Agreement.

C. Mental Health Services (authorized by the MHP)

1. Rates

    a. Assessment Services (non-MD): An assessment shall consist of at least one (1) face-to-face visit conducted by a licensed, waivered, or registered mental health professional.

Service Type	**Rate**
90791 Assessment, per case	$124.00

    b. Treatment Services (non-MD): Treatment services shall consist of face-to-face services with client or collateral (except for authorized telephone consultation) and be conducted by a licensed, waivered, or registered mental health professional.

Service Type	**Rate**
90834 Individual Therapy, per session, up to one hour	$88.00
90853 Group Therapy, per person, per session	$29.00
90847 Family Therapy, one hour, includes all members, up to one hour	$90.00
90887 Collateral, per session, up to one hour	$59.00
X8255 Clinical Consultation (Telephone), 15 min.	$12.00

2. Payment - Mental Health Services (authorized by the MHP)

b. For the period of July 1, 2014 through June 30, 2015, notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of FIFTY THOUSAND DOLLARS ($50,000) for services rendered as described in Section I.B. of Exhibit A of this Agreement.

D. 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. With every invoice submitted by Contractor to County, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for each such invoice.

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

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

2. Option Two

    a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The County may withhold payment to Contractor for any and all services pending notification or receipt of such third-party payments or denials of such payments. County may deduct from its payments to Contractor the amount of any such third-party payment. To the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement.

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

E. Monthly Invoice and Payment

1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10^{th}) working day of each month for the prior month. The invoice shall include a summary of services and changes for the month of service. In addition contractor shall provide back-up to the invoice. Such back-up shall be in the form of:
    a. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or
    b. County approved form(s) which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided (Ex: TBS, Intensive Day Treatment, etc.), and duration of service (hour/minute format).

2. 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.

F. 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.

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

H. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.

I. 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.

J. 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.

K. Contractor shall provide all pertinent documents 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 Management Manager of BHRS, and as

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. Cost Report

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.

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

N. 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.

O. 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 rehabilitation / day treatment intensive / EPSDT supplemental specialty mental health services) included in the claim, all requirements for Contractor payment authorization for (day rehabilitation / day treatment intensive / EPSDT supplemental specialty mental health services) 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.A. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three (3) years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Care Services; the Medi-Cal Fraud Unit; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

Attachment C
Election of Third Party Billing Process

San Mateo County Behavioral Health and Recovery Services 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 (SMCBHRS) with a copy of the Explanation of Benefits provided by that insurance plan before billing SMCBHRS for the remainder.

We _____(agency name) 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 (SMCBHRS) so that SMCBHRS 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 SMCBHRS Billing Office with the completed "assignment" that indicates the client's permission for SMCBHRS to bill their insurance.

We Catholic Charities CYO (agency name) elect option two.

Bialik Jeffrey V. Bialik
Signature of authorized agent Name of authorized agent

(415) 972-1287
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? ☐ Yes ☐ No If no, Social Security Number (Required)	26.5 (AB3632) ☐ Yes ☐ No IEP (SELPA) start date_____

Does Client have Medi-Cal? ☐ Yes ☐ No Share of Cost? ☐ Yes ☐ No Client's Medi-Cal Number (BIC Number)? _____

Please attach copy of MEDS Screen If client is Full scope Mcal, skip the remaining sections of this form and fax to MIS/Billing Unit – 573-2110

Is Client Potentially Eligible for Medi-Cal Benefits? ☐ Yes ☐ No Client Referred to Medi-Cal? ☐ Yes, give date: _____ ☐ No

Is this a Court-ordered Placement? ☐ Yes ☐ No

Does Client have Medicare? ☐ Yes ☐ 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 _____ ☐ Self

Address _____ City _____ State _____ Zip Code_____

☐ Refused to provide Financial Information and will be charged full cost of service.

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

To determine family's UMDAP liability, please list any other family members currently being seen by Behavioral Health and Recovery Services:

_____

_____

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) $_____

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? ☐ Yes ☐ No
If Yes, complete San Mateo County Mental Health SED form.

Does this Client have Healthy Kids Insurance? ☐ Yes ☐ No
Does this Client have HealthWorx Insurance.? ☐ Yes ☐ 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 Behavioral Health and Recovery Services 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 Behavioral Health and Recovery Services.

_____ _____ _____
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

San Mateo County Behavioral Health and Recovery Services Use Only

ENTERED BY **CLIENT ACCOUNT #** **DATA ENTRY DATE**

Rev 06/05

MEDI-CAL AND HEALTHY FAMILIES/HEALTHY KIDS/HEALTH WORKS ELIGIBLITY

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 Checking Medi-Cal Eligibility Using the Internet

- Go to Internet Explorer
- Type in the URL/address box: **www.medi-cal.ca.gov**
- From the Medi-Cal Home Web Site screen, click Transaction Login
- From the Login Center Transaction Services screen, enter
  User ID: **assigned provider number** (usually five "0's" preceded by your provider #)
  Password: **assigned pin number***

  ***NOTE:**
  - ***If you are already a Medi-Cal provider and don't know your provider pin number (password):*** *your Program Director will need to write a letter* ***to Cathy Bishop, Staff Services Analyst Medi-Cal Oversight****. The letter should be faxed to Cathy at* ***(916) 654-6394.*** *On the letter, state the reason why you are requesting it, i.e., lost, never received, etc. and provide your phone number so that she can call you with your provider pin number.*
  - ***If you are already a Medi-Cal provider and this is the first time you are accessing the Medi-Cal Transaction Services:*** *you will need to complete the Medi-Cal Point Of Service (POS) Network/Internet Agreement form (attached) and mail it to the address on the form. This agreement is required for all providers who intend to use the POS Network for clearing SOC.*

- Click on Submit
- From the Transaction Services screen, click on Single Subscriber
- From Perform Eligibility Transaction screen fill in the following fields:

  - *Subscriber ID* – enter the client's Social Security # (without dashes)
  - *Subscriber Birth Date* – enter the client's DOB (mm/dd/yyyy)
  - *Issue Date* – if unknown, enter today's date (mm/dd/yyyy)
  - *Service Date* – enter the date on which the service is to be performed (mm/dd/yyyy)
  - Click on Submit

Helpful Hints:

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 an 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 the Internet

- Go to Internet Explorer
- Type in the URL/address box: **www.medi-cal.ca.gov**
- From the Medi-Cal Home Web Site screen, click Transaction Login
- From the Login Center Transaction Services screen, enter
  User ID: **assigned provider number** (usually five "0's" preceded by your provider #)
  Password: **assigned pin number***

  ***NOTE:**
  - ***If you are already a Medi-Cal provider and don't know your provider pin number (password):*** *your Program Director will need to write a letter* ***to Cathy Bishop, Staff Services Analyst Medi-Cal Oversight****. The letter should be faxed to Cathy at* ***(916) 654-6394.*** *On the letter, state the reason why you are requesting it, i.e., lost, never received, etc. and provide your phone number so that she can call you with your provider pin number.*
  - ***If you are already a Medi-Cal provider and this is the first time you are accessing the Medi-Cal Transaction Services:*** *you will need to complete the Medi-Cal Point Of Service (POS) Network/Internet Agreement form (attached) and mail it to the address on the form. This agreement is required for all providers who intend to use the POS Network for clearing SOC.*

- Click on Submit
- From the Transaction Services screen, click Perform SOC (Spend Down) Transactions
- From Perform SOC (Spend Down) Transaction screen fill in the following fields:

  - *Subscriber ID* – enter the client's Social Security # (without dashes)
  - *Subscriber Birth Date* – enter the client's DOB (mm/dd/yyyy)
  - *Issue Date* – 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)
  - *Service Date* – 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.)
  - *Total Claim Charge 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.
  - *Case Number* – optional unless applying towards family member's SOC case
  - *Amount of SOC (Spend Down)* – optional unless a SOC case number was entered
  - Click on Submit
  - Print SOC (Spend Down) Response screen and attached to the Unbillable SD Mcal Billing Services – SOC Has Not Been Met SOC report and return to MIS.

Helpful Hints:

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 an 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

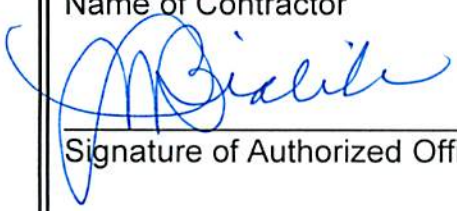
Contractor hereby certifies that Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order 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. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children who receive services through this Agreement.

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).

__X__ b. do exercise supervisory or disciplinary power over a children (Penal 11105.3).

Catholic Charities CYO
Name of Contractor



Signature of Authorized Official

Jeffrey V. Bialik
Name (please print)

Executive Director
Title (please print)

May 28, 2014
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.

Steve Grant, Director of Facilities
Name of 504 Person - Type or Print

Catholic Charities CYO
Name of Contractor(s) - Type or Print

180 Howard Street, Suite 100
Street Address or P.O. Box

San Francisco, CA 94105
City, State, Zip Code

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

Signature

Jeffrey V. Bialik, Executive Director
Title of Authorized Official

May 28, 2014
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."