

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO
AND ONE LIFE COUNSELING CENTER**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and One Life Counseling Center, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement on July 3, 2019 for managed care services; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the agreement through December 31, 2020, and to increase the maximum amount by \$250,000 for a total amount not to exceed \$350,000.

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A-1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B-1." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000).

2. Section 4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2019 through December 31, 2020.

2. Exhibit A is hereby deleted and replaced with Exhibit A1 attached hereto.
3. Exhibit B is hereby deleted and replaced with Exhibit B1 attached hereto.
4. All other terms and conditions of the agreement dated July 3, 2019, between the County and Contractor shall remain in full force and effect.

Signature page follows

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

COUNTY OF SAN MATEO

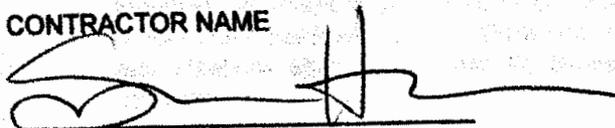
By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CONTRACTOR NAME

 Suzanne Hughes

Contractor's Signature

5/20/20

Date: 5/20/20

EXHIBIT A1 – SCOPE OF WORK
ONE LIFE COUNSELING CENTER
FY 2019-2021

In consideration of the payments set forth in Exhibit B1, Contractor shall provide the following services:

I. SCOPE OF WORK

A. Mental Health Services (authorized by the Mental Health Plan)

Contractor shall provide mental health services to clients under the San Mateo County Mental Health Plan (MHP). These services shall be provided to Medi-Cal eligible beneficiaries, client caregivers who are covered by HealthWorx, clients who are covered by the Health Plan of San Mateo CareAdvantage program for Medicare, and clients known to be indigent, for whom the MHP has assumed responsibility. It is the Contractor's responsibility to ensure that the client is eligible at the time services are provided. All clients shall be authorized for service by the Behavioral Health & Recovery Services (BHRS) Division's Access Call Center. Separate authorizations shall be required for assessment and ongoing treatment services.

B. Mental Health Services shall be provided by licensed, waived or registered mental health staff and shall include the following:

1. Assessment Services, Face-to-Face - CPT Code 90791

Assessment services include clinical analysis of history and current status of client's mental, emotional or behavioral condition.

2. Treatment Services, Face-to-Face (non-MD)

a. Individual Therapy - CPT Code 90832, 90834, 90837

Individual therapy is therapeutic intervention consistent with client goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual therapy is 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.

b. Family Therapy - CPT Code 90846, 90847

Family therapy is not a Medi-Cal covered benefit, according to California Code of Regulations, Title 22, TAR and Non-Benefit List. On a medically necessary basis HPSM may allow a limited number of family therapy sessions to support care for minor children or transition-aged youth. In these cases, HSPM will only authorize up to 5 family therapy sessions per treatment request to address a specifically stated clinical need, in conjunction with the child's individual treatment.

Family therapy is 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.

c. Group Therapy - CPT Code 90853

Group therapy is therapeutic intervention 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.

d. Clinical Consultation – CPT Code 99442

Clinical Consultation is the deliberation of two or more mental health professionals, or between a mental health professional and other support persons, with respect to the diagnosis or treatment regarding a client.

3. Psychological Testing Services, Face-to-Face: if applicable

Psychological testing includes interpretation and reporting.

4. Medication Support Services, Face-to-Face: If applicable

Medication support services shall be provided if medically necessary by a licensed physician (psychiatrist). These services include the following:

- a. Prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness;
- b. Evaluation of the need for medication, prescribing and/or dispensing;

- c. Evaluation of clinical effectiveness and side effects of medication;
- d. Obtaining informed consent for medication(s); and
- e. Medication education (including discussing risks, benefits, and alternatives with the significant support persons of client).

II. ADMINISTRATIVE REQUIREMENTS

A. Policies and Procedures

Contractor will maintain compliance with policies and procedures, and other requirements contained within the Managed Care Provider Manual, including any additions or revisions. The Managed Care Provider Manual is located at <http://www.smchealth.org/bhrs/contracts> and is incorporated in this agreement by reference herein.

B. Qualifications

1. Contractor shall at all times keep and maintain a valid license to engage in the practice of medicine in the State of California.
2. Contractor shall be certified by the appropriate State recognized Board in California (or eligible for certification by such Board by virtue of having successfully completed all educational and residency requirements required to sit for the Board examinations).

C. Requirement of Contractor to Notify County of any Detrimental Professional Information or Violation of County Rules or Policies

Contractor shall notify County upon the occurrence of any and/or all of the following:

1. Contractor's license to practice medicine in any jurisdiction is suspended, revoked, or otherwise restricted;
2. A complaint or report concerning Contractor's competence or conduct is made to any state medical or professional licensing agency;
3. Contractor's participation as a Medicare or Medi-Cal provider is under investigation or has been terminated;

4. There is a material change in any of the information the Contractor has provided to County concerning Contractor's professional qualification or credentials;
5. Contractor must also notify the County within thirty (30) days of:
 - a. any breach of this Agreement;
 - b. any material violation of County's rules or regulations by the Contractor himself/herself; or
 - c. if the Contractor is subject to or participates in any form of activity which would be characterized as discrimination or harassment.

D. Automatic Termination

This Agreement shall be immediately terminated as follows:

1. Upon Contractor's loss, restriction or suspension of his or her professional license to practice medicine in the State of California;
2. Upon Contractor's suspension or exclusion from either the Medicare or Medi-Cal Programs;
3. If the Contractor violates the State Medical Practice Act;
4. If the Contractor's professional practice imminently jeopardizes the safety of clients;
5. If Contractor violates ethical and professional codes of conduct of the workplace as specified under state and federal law;
6. Contractor has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction;
7. Contractor becomes disabled so as to be unable to perform the duties required by this Agreement;
8. Contractor fails to maintain professional liability insurance required by this Agreement.

E. Availability and Accessibility

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.

F. Standard Appointment Scheduling

Contractor shall return phone calls to an authorized client within **one (1) business day**. Contractor shall schedule an initial visit with an authorized client within **five (5) business days of the client's request for an appointment**.

Contractor must notify the Access Call Center at 1-800-686-0101 to be placed on the Provider List as not accepting new client referrals when temporarily unable to meet this standard due to vacations, filled schedules, etc. It is the provider's responsibility to notify Access Call Center when provider resumes the ability to accept new client referrals.

G. Advance Directives

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

H. Beneficiary Brochure and Provider List

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

I. Record Retention

Paragraph 14 of the Agreement 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 ten (10) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) 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).

J. 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.

K. Satisfaction Surveys

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

L. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly 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 following procedures included in BHRS Policy # 19-08, which can be found online at: https://www.smchealth.org/sites/main/files/file-attachments/19-08_credentiaing_re-credentialing_tech_edit_1-9-

[20 sig on file pdf web.pdf?1578608441](#). BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

1. Credentialing Check – Initial

During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRS. Attachment A – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment A and return it along with all other contract forms.

2. Credentialing Check – Monthly

Contractor will complete Attachment A – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: HS_BHRS_QM@smcgov.org or via a secure electronic format.

M. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

1. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR
2. Obtain a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

N. 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 Office of Diversity & Equity (ODE) at 650- 573-2714 or ode@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 Analyst/Program Manager and the Office of Diversity & Equity (ODE) by September 1st of the fiscal year.

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

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
- c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
- d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
- e. Contractor will ensure that all program staff receive at least 8 hours of external training per

year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.

2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend a Health Equity Initiative (HEI), including but not limited to the Diversity & Equity Council (DEC), for the term of the Agreement. Participation in an HEI/DEC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the HEI/DEC, and other cultural competence efforts within BHRS, contact ODE or visit <https://www.smchealth.org/health-equity-initiatives>.
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, Contractor is expected to contact their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact ODE.
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 ODE by March 31st, copies of Contractor's health-related materials in English and as translated.
5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and ODE (ode@smcgov.org) to plan for appropriate technical assistance.

O. Certification

Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, Medi-Cal, Medicare, or Drug Medi-Cal.

*** END OF EXHIBIT A1 – SCOPE OF WORK***

EXHIBIT B1 – PAYMENTS AND RATES
ONE LIFE COUNSELING CENTER
FY 2019-2021

In consideration of the services provided by Contractor described in Exhibit A1 and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

I. PAYMENTS

A. Maximum Obligation

In any event, the maximum amount county shall be obligated to pay for all services rendered under this Agreement shall not exceed THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000).

B. Rates

1. County rates for reimbursement are based on the Centers for Medicaid and Medicare Services (CMS) rate schedule and are subject to change. The CMS rate schedule is located at: <https://www.cms.gov/apps/physician-fee-schedule/license-agreement.aspx> and is incorporated into this agreement by reference herein. County shall not pay or be obligated to pay more than the amounts for each component of service required under this agreement listed on the CMS rate schedule.

2. Specialty rates

Specialty rates are for services/rates that are not covered by MediCal that the County has agreed to cover. Specialty rates included in the Agreement are:

- a) Clinical Consultation

CPT Code 99442 - \$12.00 flat rate

As defined in Exhibit A.I.B.2.d.

- b) No Show

Code N0000 - \$20 flat rate

A No Show is defined as: failure of client to appear for or cancel an appointment within 24 hours of the scheduled time, documented in chart at time of appointment, verifiable in retrospective audit. No Show limit is 2 per client within the first authorization period.

C. Beneficiaries

Contractor shall be compensated for services provided to the beneficiaries listed below when the Mental Health Plan (MHP) authorizes such services.

1. San Mateo County Medi-Cal beneficiaries, who are Medi-Cal eligible at the time of referral and authorization;
2. Client caregivers who are covered by HealthWorx, a state insurance program for direct in-home supportive services workers;
3. Clients that are covered by the Health Plan of San Mateo Care Advantage/Cal MediConnect program for Medicare beneficiaries.
4. Clients known to be uninsured for whom the MHP has assumed responsibility. The MHP will refer and authorize services on a case-by-case basis.

D. Claims

1. Contractor shall obtain and complete HICF 1500 claim form for outpatient services, or UB 04 claim form for inpatient services rendered to beneficiaries and authorized by MHP.
2. Contractor shall obtain a signed Assignment of Benefits (AOB) form from any dually (insurance and Medi-Cal) insured client; claims shall not be processed without an attached AOB. County reserves the right to withhold payment until a completed AOB is submitted.
3. Contractor shall send all claims, along with evidence of authorization, to the MHP within one hundred eighty (180) days from service date. Payment by County to Contractor shall be monthly. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Send all claims to:

County of San Mateo
Behavioral Health and Recovery Services
Attn: Provider Billing
2000 Alameda De Las Pulgas, Suite 280
San Mateo, CA 94403

E. Member Liability

Unless beneficiary has other health insurance coverage under Medicare, Kaiser, Blue Cross/Blue Shield, or a known insurance carrier or health plan, Contractor shall look only to the County for compensation for services provided through this agreement and, with the exception of applicable co-payments levied from a third-party insurer, shall at no time seek compensation from beneficiary. County is not responsible for co-payments levied by third party insurers and shall not accept submission of claims for co-payments.

F. County May Withhold Payment

Contractor shall provide all pertinent documentation required for Medi-Cal reimbursement and any other federal and state regulation applicable to reimbursement including assessment, service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS.

G. Early Termination

In the event this Agreement is terminated prior to December 31, 2020, the Contractor shall be paid for services provided up to the date of termination pursuant to this Agreement.

H. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

I. Inadequate Performance

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, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

*** END OF EXHIBIT B1 – PAYMENTS AND RATES***