

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND YMCA OF SAN FRANCISCO:  
dba YMCA YOUTH SERVICES BUREAU OF PACIFICA, YMCA YOUTH SERVICES BUREAU OF SOUTH SAN FRANCISCO, and YMCA YOUTH SERVICES BUREAU OF SAN MATEO**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and YMCA OF SAN FRANCISCO: dba YMCA YOUTH SERVICES BUREAU OF PACIFICA, YMCA YOUTH SERVICES BUREAU OF SOUTH SAN FRANCISCO, and YMCA YOUTH SERVICES BUREAU OF SAN MATEO, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement on June 4, 2019 to provide juvenile sexual responsibility program services, and mental health services under the San Mateo County Mental Health Managed Care Plan for the term July 1, 2019 through June 30, 2022, in the amount of \$1,213,494; and

WHEREAS, on December 16, 2019, the Chief of San Mateo County Health approved an amendment to the Agreement to add cost of living, increasing the maximum amount of the agreement by \$20,159 to a new maximum of \$1,233,653, with no change to the term of the agreement.

WHEREAS, the parties wish to amend the Agreement to provide Mental Health Services until September 30, 2020 decreasing the maximum amount of the agreement by \$300,000 and add trauma-informed co-occurring prevention services for youth, increasing the amount by \$30,000 to an amount not to exceed \$963,653, with no change to the term of the agreement.

**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 "A2," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B2." 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

NINE HUNDRED SIXTY-THREE THOUSAND SIX HUNDRED FIFTY-THREE DOLLARS (\$963,653).

2. Exhibit A1 is hereby deleted and replaced with Exhibit A2 attached hereto.
3. Exhibit B1 is hereby deleted and replaced with Exhibit B2 attached hereto.
4. All other terms and conditions of the agreement dated June 4, 2019, between the County and Contractor shall remain in full force and effect.

\*\*\* SIGNATURE PAGE TO FOLLOW \*\*\*

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

COUNTY OF SAN MATEO

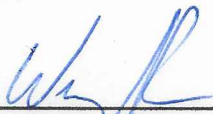
By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

YMCA OF SAN FRANCISCO: DBA YMCA YOUTH SERVICES BUREAU OF PACIFICA, YMCA YOUTH SERVICES BUREAU OF SOUTH SAN FRANCISCO, and YMCA YOUTH SERVICES BUREAU OF SAN MATEO

  
\_\_\_\_\_  
Contractor's Signature V.P. of Operations

Date: 12/16/20

EXHIBIT A - 2  
AMENDMENT TO THE AGREEMENT BETWEEN SAN MATEO COUNTY  
BEHAVIORAL HEALTH AND RECOVERY SERVICES AND YMCA OF SAN  
FRANCISCO: DBA YMCA YOUTH SERVICES BUREAU OF PACIFICA, YMCA  
YOUTH SERVICES BUREAU OF SOUTH SAN FRANCISCO, and YMCA YOUTH  
SERVICES BUREAU OF SAN MATEO  
FY 2019 -2022

In consideration of the payments set forth in Exhibit B - 2, Contractor shall provide the following services:

I. Description of Services to be Performed by Contractor

Contractor shall provide juvenile sexual responsibility program services. These services shall be provided in a 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. The San Mateo County Mental Health Services Documentation Manual ("County Documentation Manual") is included herein by reference. To the extent that there is inconsistency between a provision in the County Documentation Manual and this Agreement, the provisions in the County Documentation Manual shall prevail. Services shall be provided through the North Peninsula Family Alternative, Project FOCYS, and Pacifica Youth Services Bureau. Contractor shall provide the following services:

A. Juvenile Sexual Responsibility Program

Contractor shall provide the following services to youth, ages eleven (11) to seventeen (17) (and their families) who have been referred due to the youth's documented or suspected history of perpetrating sexual abuse. Any youth who resides in San Mateo County is eligible for services. Services are expected to typically last from ten (10) to sixteen (16) months, and shall be focused on outpatient treatment, inclusive of Cognitive-Behavioral Therapy (CBT).

1. Services shall be provided for approximately thirty-five (35) youth and their families per year. Ongoing services shall include:

a. Assessment and referral

- i. Families will be contacted within forty-eight (48) hours of referral to be scheduled for an intake appointment comprehensive psycho-physical-social assessment, which will require 3-5 appointments with the youth and family.
    - ii. A Mobile Assessment team shall provide assessments for youth incarcerated in shelters/placements, or who are unable to travel to the YMCA clinics.
  - b. Weekly specialized group therapy for the juveniles according to assessed levels of risk (low / moderate / high)
  - c. Weekly parent psycho-educational groups
  - d. Monthly multi-family therapy groups
  - e. Individual/family therapy
  - f. Mobile treatment team for clients in historically underserved and remote areas such as East Palo Alto, Redwood City, Coastside and the Juvenile Hall.
  - g. Case management
  - h. Crisis intervention and referral
  - i. Discharge planning
  - j. Referral to other community support services as appropriate, and follow-up
  - k. Aftercare services
 

Contractor will contact clients ninety (90) days post discharge to check client progress and/or provide additional referral sources.
  - l. Orientation/low risk offender group
2. Contractor will maintain efforts to involve parents or other caregivers in the development and carrying out of intervention plans involving their children.

3. Contractor shall provide up to sixty thousand one hundred eighteen (60,118) minutes of services per year.

4. Staffing

Only licensed, waived or registered staff shall provide services. Supervisory staff providing direct clinical supervision shall be California State licensed professionals.

5. Cultural Competence

All program services shall be available in both English and Spanish. Services shall be culturally appropriate for a diverse population and shall be provided in the first language of the client whenever possible.

6. Contractor shall work closely with Juvenile Probation and shall work as a partner in the System of Care for youth. Contractor shall meet with County's Mental Health Services Division's Child and Youth System of Care Management on at least a bimonthly basis to review service plans and to authorize continued services.

7. The program's core foundation is based on developmental assets and contractor will incorporate the forty-one (41) developmental assets into program treatment goals, individual goals and family goals.

B. Mental Health Services (authorized by the MHP) for the term of July 1, 2020 – September 30, 2020

At the time of this Amendment to the Agreement, Behavioral Health & Recovery Services (BHRS) and the Health Plan of San Mateo (HPSM) were in the process of transitioning the administrative functions of the mild to moderate mental health services from BHRS to HPSM. These administrative functions include: credentialing, contracting, provider training (as it pertains to the provider network process), claims payment and prior authorizations; and would affect only the mild to moderate/managed care clients under MediCal, Care Advantage Medi-Connect and HealthWorx. BHRS will authorize and make payment on invoices for services rendered from July 1, 2020 through September 30, 2020.

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.

1. All clients shall be preauthorized for service by the Behavioral Health & Recovery Services (BHRS) Division's Access Call Center.
2. Treatment specialties include the following:
  - a. Family Treatment
  - b. Anger Management
  - c. Coastside Services
3. Mental Health Services shall be provided by licensed, waived or registered mental health staff and shall include the following:
  - a. 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.
  - b. Treatment Services, Face-to-Face (non -MD)
    - 1) 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.
    - 2) Family Therapy - CPT Code 90846, 90847

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.

3) 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.

C. Trauma-Informed Co-occurring Services for Youth

The Trauma-informed Co-occurring Services for Youth approach emerged from BHRS and contract providers implementing and piloting prevention and early intervention evidence-based curriculum for youth. The intent of these services is to address trauma and co-occurring substance use issues with youth via culturally relevant evidence-based and/or promising practice programs.

1. Service Approach

a. Trauma-informed

All six key principles of a trauma-informed approach shall be incorporated when serving youth with mental illness and/or co-occurring substance use challenges and their families; safety, trustworthiness and transparency, peer support, collaboration, empowerment and cultural, historical and gender issues.

b. Cultural Responsiveness.

Culturally responsive services are sensitive to the diverse cultural identity, are delivered by bilingual/bicultural staff and/or are available in the primary language of clients and use the natural supports provided by the client's culture and community. Outreach and engagement strategies shall be designed to reach diverse communities.

c. Community Resilience



As literature continues to grow, we are able to draw the connections between the social determinants of health (SDOH), such as lack of affordable safe housing, quality medical care and education, to preventing and protecting youth from Adverse Childhood Experiences (ACEs). ACEs are imperative to address because they are associated with a variety of health impacts including depression, post-traumatic stress disorder, anxiety, attempted suicide, substance use, academic achievement, and high-risk sexual behaviors. A community resilience approach that addresses youth needs at multiple levels (SDOH, ACEs) can improve youth behavioral health outcomes and foster collaboration across child health, public health and community-based supports.

## 2. Staffing

- a. Clinical Supervisor: contractor will assign 3.75% of time to existing staff to serve as the Clinical supervisor and oversee all program operations and clinical supervision.
  - i. Clinical Supervisor will provide staff supervision, budget management, organizational training and analyses screenings for client referrals and provide connections to care as well as supervise the documentation of services.
- b. Therapists: contractor will assign two existing staff clinicians to 8.5% time and 12.5% time. Therapists will facilitate the groups and run the programming of two school sites.
- c. Staff coverage: contractors will ensure that each MBSAT group has a ratio of at least 1 facilitator for every 8 youth – 1:4 when staffing allows – and efforts will be made to have a secondary facilitator for each group.
  - i. Should the primary and secondary facilitator be unable to facilitate, the program manager will provide coverage.
  - ii. Contractor will also encourage other youth programs within the agency to train their clinicians in MBSAT and use this program, should they need to assist with group services.

- d. Staff supervision: Contractor will ensure that staff supervision occur on a weekly basis and as needed. The supervising clinician will meet with the therapists on a weekly basis.
- e. Staff training: Contractor will ensure that program staff complete 20 hours of training per year including the:
  - i. 6-hours MBSAT training;
  - ii. 3-hours Trauma 101 training;
  - iii. Contractor will provide inhouse trainings on topics of:
    - a) HIPPA
    - b) Cultural Humility
    - c) Sexual Orientation and Gender Identity (SOGI)
    - d) Trauma-Informed Care
    - e) Question Persuade Refer (QPR) and
    - f) Group Facilitation
  - iv. Contractor will seek opportunities to become trainers in all required courses to build internal capacity in each agency to deliver all future trainings.

### 3. Target Population

The Contractor will target youth and transitional age youth (TAY) ages 15-25 who are at greatest risk for adverse childhood experiences including youth who are living in poverty, experiencing homelessness, immigrants, involved in the juvenile justice system, identifying as LGBTQ+, and youth of color.

#### a. Outreach

Contractor will conduct outreach efforts to partner programs within the agency and schools within the community. South san Francisco High School has requested this service to be brought to their campus. Students will be referred to the program and will be coupled with a therapist who will assess their level of care and decide on mode of intervention as well as facilitate any referrals to family members.

### 4. Services

The services provided will consist of three required components: group-Based Intervention; community Engagement; and social Determinants of Health (SDOH) Screening and Referrals.

- a. Group-Based Intervention – First stop Mindfulness-Based substance abuse Treatment (MBSAT)
  - i. Contractor will utilize the MBSAT curriculum, which integrates best practices from the fields of mindfulness, psychotherapy, and substance use reliance treatment as applied to working with adolescents. MBSAT is a manualized intervention that provides guidance on mindfulness meditation, informal mindfulness activities, and substance use education and relapse-prevention strategies over the course of 12 sessions. The goals are to increase emotional awareness, improve insight into substance use, learn about the consequences of substance use and decrease impulsive behaviors.
  - ii. Contractor will ensure that staff delivering the MBSAT curriculum have completed appropriate training/certification required to deliver services.
  - iii. Contractor will develop a process for selection of facilitator staff will deliver the curriculum and a training plan addresses training maintenance in the case of staff turnover. Key qualities of facilitators of mindfulness-based interventions includes authenticity in terms of self-awareness, commitment to daily mindfulness practices and genuine interest in participants to develop positive rapport and relationships. Clinical licensure or license-eligible (e.g. ACSW, AMFT) is preferred but not required.
  - iv. Contractor will facilitate two (2) cohorts of group-based interventions per year, which will consist of at least eight (8) sessions and up to twelve (12) sessions per cohort. One additional (1) session will be conducted in collaboration with BHRS to present on youth community engagement opportunities.
  - v. Sixteen (16) youth per year, an average of eight (8) youth per cohort, will complete at least eight (8) MBSAT sessions. Contractor shall recruit more than 8 youth per cohort to account for attrition.

- vi. Provide stipends, refreshments and/or incentives as needed to encourage participation. Refreshments should follow healthy food guidelines, limit salt, saturated and trans fats and added sugars.
- vii. Cohorts will be conducted in school settings at South San Francisco and El Camino High schools.

b. Community Engagement

- i. Contractor will provide twelve (12) foundational trauma-informed 101 training for adults and other members of the community that interact with the youth participants (parents, teachers, probation officers, service providers, community, etc.) to create trauma-informed supports for youth. One workshop will feature information about teen substance use and abuse and an introduction to mindfulness techniques. The second workshop will provide trauma 101 training.
- ii. Childcare, refreshments and/or incentives will be provided as needed to encourage participation.
- iii. Referrals/resources will be provided to adult participants as appropriate.
- iv. Contractor will work in collaboration with BHRS staff to connect and support warm handoff of interested cohort youth to leadership engagement opportunities provided through the Office of Diversity and Equity (ODE) Health Ambassador Program for Youth and Alcohol and Other Drug (AOD) youth prevention programs.

c. SDOH Screening and Referrals

- i. Contractor will screen youth participants at intake for social determinants of health impacts to support appropriate referrals and identifying community-based social service resources and social needs and/or gaps.
- ii. A screening tool will be developed by BHRS in collaboration with the Contractor.
- iii. Linkage/referrals, including warm hand-offs to appropriate agencies will be provided to address youth' social needs.

- iv. Linkages/referrals to BHRS will be provided for individuals who may need more extensive mental health and/or substance use treatment.

## 5. Reporting and Evaluation

The program will be evaluated for implementation according to contract terms, to ensure the program is achieving desired impact, satisfaction of services from client, families, and/or communities, responsiveness to target populations, and success, challenges and areas of improvement. Contractor will support the following tracking, reporting and evaluation activities:

### a. Tracking Logs

- i. Cohort Implementation – Contractor will track cohort characteristics including, but not limited to:
  - a) Total number of sessions conducted per cohort,
  - b) Number of participants enrolled in cohort,
  - c) Number completing all sessions and overall attendance rate
- ii. Community engagement services – Contractor will track the following:
  - a) Adults engaged in foundational trauma-informed 101 training,
  - b) Demographics of adult participants
  - c) Number of youths successfully linked to youth engagement activities (participated in capacity building activities).
- iii. SDOH screening and Referrals – Contractor will track referrals made to behavioral health, social service needs, including medical.

### b. Evaluation

- i. Contractor will work with BHRS to develop a pre- and post-cohort survey to assess internal strengths and external supports across several contexts of youths' lives: personal, peers, family, school and community. Other information that will be collected include, but not limited to:

- a) SDOH screening results and linkages made.
  - b) Demographics of youth participants.
  - c) Youth success stories
  - d) Satisfaction surveys with youth and trauma-informed 101 training participants to measure satisfaction with service provision.
- ii. Contractor will participate and support the facilitation of any additional evaluation activities as determined by BHRA (e.g. focus groups and/or key interviews).

c. Reporting Activities

- i. Contractors will submit all Tracking Logs as described above monthly to the BHRS program manager.
- ii. Contractors will participate in regular monitoring check-ins with the BHRS program manager to identify challenges and areas of improvement and highlight successes, and annual reporting narratives capturing these factors.
- iii. Evaluation data collected including youth demographics, SDOH screening and referral outcomes will be data entered into an online survey portal(s) provided by BHRS.
- iv. Contractor will submit a year-end report due by the fifteenth (15<sup>th</sup>) of August and submitted to the BHRS program manager and the MHSA Manager.

II. Administrative Requirements (for all service components)

A. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than five percent (5%), and 3) first appointment will be within fourteen (14) days of referral or request of service. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

2. Referring Individuals to Psychiatrist

Contractor will have written procedures for referring individuals to a psychiatrist or physician when necessary, if a psychiatrist is not available.

3. Timely Access to Services

The Contractor shall ensure compliance with the timely access requirements as referenced in 42 C.F.R. § 438.206(c)(1)(iv).

a. Contractor shall return phone calls to an authorized client within **one (1) business day**. Contractor shall offer an available initial visit with an authorized client within **five (5) business days of the client's request for an appointment**. The client must be seen within **ten (10) business days** of the request for an appointment.

b. The County shall monitor Contractor regularly to determine compliance with timely access requirements. (42 C.F.R. § 438.206(c)(1)(v).

c. The County shall work with the Contractor to improve timely access and/or take corrective action if there is a failure to comply with timely access requirements. (42 C.F.R. § 438.206(c)(1)(vi).

4. 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 the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years 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 may maintain records for a longer period of time if required by other regulations or licenses.

5. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement including but not limited to Consent Forms, assessments, treatment plans, and progress notes. Contractor agencies must submit, via fax to Quality Management at 650-525-1762, their version of these forms for approval before the forms are to be used. Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manuals (as defined in Paragraph II. of this Exhibit). Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of trainings including attendance by staff may be requested at any time during the term of this Agreement.

System of Care (SOC) Mental Health Providers shall document in accordance with the BHRS Mental Health & AOD Documentation Manual located online at:

<https://www.smchealth.org/sites/main/files/file-attachments/bhrsdocmanual.pdf>

SOC contractor will utilize either documentation forms located on <http://smchealth.org/SOCMHContractors> or contractor's own forms that have been pre-approved.

Substance Use provider services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at <http://www.smchealth.org/bhrs/aod/handbook>.



Managed Care providers shall document services in accordance with the BHRS Managed Care Provider Manual and will utilize documentation forms located at <http://www.smchealth.org/bhrs/contracts>

6. Audits

Behavioral Health and Recovery Services QM will conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon request. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRS and Contractors requiring submission of charts as requested. Contractor is required to provide all necessary documentation for external audits and reviews within the stated timeline.

7. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the Agreement.

c. Advance Directives

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

8. Beneficiary Brochure and Provider Lists

Contractor must provide Medi-Cal beneficiaries new to BHRS with a beneficiary brochure at the time of their first mental health service from the Contractor. Contractors are required to be aware of and make available to BHRS Medi-Cal clients all mandatory postings listed at this website <http://www.smchealth.org/bhrs/providers/mandpost>.

9. Compliance with HIPAA, confidentiality Laws, and PHI Security

- a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.
- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
  - 1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
  - 2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
  - 3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.
- d. Confidentiality Training

Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

10. Other Required Trainings

Contractor will complete and maintain a record of annual required trainings. The following trainings must be completed on an initial and then annual basis

- a. HIPPA
- b. Compliance
- c. Fraud, Waste, and Abuse
- d. Cultural Humility
- e. Interpreter training (if using interpreter services)

Trainings may be offered through the County's Learning Management System (LMS) located at: <https://sanmateocounty.csod.com/selfreg/register.aspx?c=bhrsp01>. Contractor must register on the LMS site to access the training modules. Proof of training, such as certificate of completion, may be requested at any time during the term of this Agreement.

11. Critical Incident Report

Contractor is required to submit Critical Incident reports to BHRS Quality Management (via fax # 650-525-1762) when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents.

12. 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\\_credentialing\\_re-credentialing\\_tech\\_edit\\_1-9-20\\_sig\\_on\\_file\\_pdf\\_web.pdf?1578608441](https://www.smchealth.org/sites/main/files/file-attachments/19-08_credentialing_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.

a. 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.

b. 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](mailto:HS_BHRS_QM@smcgov.org) or via a secure electronic format.

13. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRIS Compliance Plan and Code of Conduct located at <http://smchealth.org/bhrs-documents>. In addition, Contractor will assure that Contractor's workforce is aware of compliance mandates and informed of the existence and use of the BHRIS Compliance Improvement Hotline (650) 573-2695.

Contractor is required to conduct, complete and maintain record of annual compliance training by all staff serving or accessing PHI of BHRIS clients. Contractor may utilize BHRIS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

14. 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 an exemption 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

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

15. Staff Termination

Contractor shall inform BHRIS, in a timely fashion, when staff have been terminated. BHRIS Quality Management requires prompt notification to be able to terminate computer access and to safeguard access to electronic medical records by completing the BHRIS Credentialing form.

16. 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

B. 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 [ODE@smcgov.org](mailto: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 standard.

- 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 HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.
  5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and ODE ([ode@smcgov.org](mailto:ode@smcgov.org)) to plan for appropriate technical assistance.

- C. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement. Documentation shall be completed in compliance with the Mental Health Services Documentation Manual, which is incorporated into this Agreement by reference herein.
- D. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
- E. Developmental Assets

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

### III. GOAL AND OBJECTIVES

#### A. Juvenile Sexual Responsibility Program

Goal 1: Contractor shall achieve low recidivism for sexually-related offenses.

Objective 1: At least ninety percent (90%) of youth served shall not re-offend during the time between four (4) months after admission and one (1) year after completing the program (a re-offense is defined by behavior that required at least a police or a Child Protective Services report regarding a sex offense).

Contractor shall provide a list of current clients who are wards of the Court to Juvenile Probation annually. Contractor shall subsequently provide objective data to Mental Health Services.

Goal 2: Contractor shall maintain youth served at least restrictive level of care.

Objective 1: At least ninety percent (90%) of youth served for at least four (4) months shall be maintained at current level of residential care or moved to less restrictive level of care.

Contractor shall provide data to Behavior Health and Recovery Services.

Goal 3: Contractor shall increase service capacity for families by providing family therapy to all clients.



Objective 1: At least thirty-three percent (33%) of all families shall comply with family therapy as part of the youth's treatment.

B. 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 during their course of treatment.

County shall collect data.

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

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

County shall collect data.

EXHIBIT B - 2  
AMENDMENT TO THE AGREEMENT BETWEEN SAN MATEO COUNTY  
BEHAVIORAL HEALTH AND RECOVERY SERVICES AND  
YMCA OF SAN FRANCISCO:  
DBA YMCA YOUTH SERVICES BUREAU OF PACIFICA, YMCA YOUTH  
SERVICES BUREAU OF SOUTH SAN FRANCISCO, and YMCA YOUTH  
SERVICES BUREAU OF SAN MATEO  
FY 2019 -2022

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

I. Agreement Maximum

In any event, the maximum amount County shall be obligated to pay for all services rendered as described in Exhibit A of this Agreement shall not exceed NINE HUNDRED SIXTY-THREE THOUSAND SIX HUNDRED FIFTY-THREE DOLLARS (\$963,653).

II. Juvenile Sexual Responsibility Program

A. Maximum Obligation

In any event, the maximum amount County shall be obligated to pay for services rendered as described in Section I.A. of Exhibit A of this Agreement shall not exceed THREE HUNDRED THIRTY-THREE THOUSAND SIX HUNDRED FIFTY-THREE DOLLARS (\$333,653). County shall pay such rate less any third-party payments as set forth in Paragraph IV.A. of this Exhibit B.

B. Rates

County shall pay Contractor for up to a maximum of sixty thousand one hundred eighteen (61,902) total minutes per year according to the following rates of payment.

1. July 1, 2019 through June 30, 2020, County shall pay Contractor at a rate of ONE DOLLAR SEVENTY-FIVE CENTS (\$1.75) per minute of service, not exceed ONE HUNDRED EIGHT THOUSAND THREE HUNDRED TWENTY-NINE DOLLARS (\$108,329).

2. July 1, 2020 through June 30, 2021, County shall pay Contractor at a rate of ONE DOLLAR AND EIGHTY-TWO CENTS (\$1.82) per minute of service, not exceed ONE HUNDRED TWELVE THOUSAND SIX HUNDRED SIXTY-TWO DOLLARS (\$112,662).
3. July 1, 2021 through June 30, 2022, County shall pay Contractor at a rate of ONE DOLLAR AND EIGHTY-TWO CENTS (\$1.82) per minute of service, not exceed ONE HUNDRED TWELVE THOUSAND SIX HUNDRED SIXTY-TWO DOLLARS (\$112,662).

III. Mental Health Services (authorized by the MHP)

A. Maximum Obligation

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 SIX HUNDRED THOUSAND DOLLARS (\$600,000) during FY 2019-2021 for services rendered as described in Section I.B. of Exhibit A of this Agreement.

B. Rates for FY 2019-20

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.3.a.
- 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. Rates for July 1, 2020 through September 30, 2020

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.3.a

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.

IV. Trauma-Informed Co-occurring services for Youth

FY 2020-2021

A. County shall pay Contractor up to a maximum of THIRTY THOUSAND DOLLARS (\$30,000) for the provision of services as described in Paragraph C of Exhibit A.3.1.

1. Contractor shall submit monthly invoices for reimbursement, which will include an itemized list of services provided as per the attached budget, and subject to approval by the BHRS Manager.
2. Payments shall be made for actual costs and shall be paid monthly following receipt of invoice by Contractor.

V. Additional Terms – All Services

A. 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.

- B. Budget modifications may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3.

- C. 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.
- D. Monthly Reporting
1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month for the prior month. The invoice shall include a summary of services and charges 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.
- E. 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 Director of Health or designee.
- F. 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 either 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.

- G. 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.
- H. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Management Manager of the San Mateo County Behavioral Health and Recovery Services.
- I. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- J. In the event this Agreement is terminated prior to June 30, 2022, the Contractor shall be paid for services already provided pursuant to this Agreement.
- K. 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 Director of Health or her designee.
- L. 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.

M. 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 \_\_\_\_\_, 200\_\_

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 EPSDT supplemental specialty mental health services included in the claim, all requirements for Contractor payment authorization for 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 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 Services; the Medi-Cal Fraud Unit; California Department of Mental Health; 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.