

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND HELIOS HEALTHCARE, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and HELIOS HEALTHCARE, LLC, 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 September 22, 2015 for rehabilitation and long-term care services for the term July 1, 2015 through June 30, 2018, in an amount not to exceed \$894,000; and

WHEREAS, on August 1, 2016, the Chief of the Health System approved an amendment to the agreement increasing the rates of services effective July 1, 2016, with no change to the maximum amount or term of the agreement; and

WHEREAS, on January 12, 2017, the Chief of the Health System approved an amendment to the agreement for 1 difficult to place client, increasing the number of beds from eleven to twelve, increasing the maximum amount by \$25,000 to \$919,000, with no change to the term of the agreement; and

WHEREAS, the parties wish to amend the Agreement to increase the number of beds from twelve to seventeen, increasing the maximum amount by \$836,710 to \$1,755,710.

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 "A3," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B3." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is

unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION SEVEN HUNDRED FIFTY-FIVE THOUSAND SEVEN HUNDRED TEN DOLLARS (\$1,755,710).

2. Exhibit A2 is hereby deleted and replaced with Exhibit A3 attached hereto.
3. Exhibit B2 is hereby deleted and replaced with Exhibit B3 attached hereto.
4. All other terms and conditions of the agreement dated September 22, 2015, 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

HELIOS HEALTHCARE, LLC

Contractor's Signature

Date: 5/2/2017

EXHIBIT A3 – SERVICES
HELIOS HEALTHCARE, LLC.
FY 2015 – 2018

In consideration of the payments set forth in Exhibit B3, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Basic Service Levels

1. Skilled Nursing Facility

Contractor shall provide basic service level (the minimum array of services provided to Helios Healthcare residents) in full compliance with Title 22 of the California Code of Regulations, Section 72445, or Title 9 of the California Code of Regulations, which includes life skills training, money management, training on accessing community services, transitional programs, and discharge planning with County staff. Contractor's basic services shall also include reasonable access to medical treatment and up-to-date psychopharmacology including Clozapine, reasonable transportation to needed off-site services, and bilingual/bicultural programs.

2. Comprehensive Treatment Services

- a. 24-hour skilled nursing care
- b. Pain management
- c. Enteral/parenteral Nutrition
- d. Intravenous (IV therapy; antibiotics, electrolyte imbalances)
- e. Wound care
- f. Teaching services including diabetes and colostomy management
- g. Hospice care
- h. Pharmacy, lab and radiology services
- i. Comprehensive neuro-behavioral services
- j. Comprehensive therapy: physical, occupational, and speech therapies
- k. Comprehensive nutritional support services
- l. Podiatry care, including diabetic and stasis ulcer care
- m. Dental and optometry care
- n. Psychiatric and psychological care, including support groups
- o. Restorative nursing

3. Intensive interdisciplinary evaluation and individualized behavioral program planning.

4. Neuro-Rehab services and activities designed for each level of cognitive and medical disability that include:
 - a. Life Skills training
 - i. Personal care
 - ii. Money management
 - iii. Impulse control stress management
 - iv. Physical fitness
 - v. Culinary skills group
 - vi. Health and wellness
 - vii. Prevocational activities
 - viii. Meal preparation and planning
 - ix. Placement preparedness
 - x. Goal setting activities
 - xi. Community awareness training
 - xii. Community Service Projects
 - Xiii. Horticulture therapy
 - b. Meaningful Service
 - i. Peer support group activities
 - ii. Education and recreational activities
 - iii. Social activities, community outing, parties, special events
 - iv. Cooking groups
 - vi. Gardening groups
 - vi. Spiritual fulfillment groups include:
 - a) Art
 - b) Music
 - c) Nature appreciation
 - d) Church
 - e) Tai-chi
 - vii. Self-directed learning opportunities include:
 - a) Reading
 - b) Internet
 - c) Tapes
 - c. Health education: Individual and group
5. Rehabilitation services designed to improve or maintain functional self care skills.

B. Mental Health Program Services

Contractor shall provide to San Mateo County's Behavioral Health & Recovery Services (BHRS) Division up to eleven (11) beds for San Mateo County residents who have concurrent medical and psychiatric conditions and in need of medical care, mental health rehabilitation, treatment and long term care.

1. Admissions

- a. Contractor and County shall work jointly to optimize placements within the available beds at the Helios Healthcare, LLC facilities. All admissions shall be subject to screening procedures and standards mutually agreeable to Contractor and Director of BHRS or designee, subject to the provisions in Section 2 below.
- b. The admission of all persons receiving services under this Agreement must receive the approval of the Director of BHRS or designee. Such approval shall be indicated by a signed "Authorization for Admission to IMD/State Hospital Placement" form.

2. Patient Eligibility

Contractor shall admit patients with a Diagnostic Statistical Manual (DSM) IV diagnosis. Individuals in need of twenty-four (24) hour skilled nursing services, patients who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered acceptable for admission. Frequency of these behaviors is a determining factor for admission, and such admission may be negotiated between Mental Health Services and Contractor on an individual patient basis. County may grant individual exceptions to these admission criteria. It is agreed by County and Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component), shall not be considered for admission. All admissions are subject to prior authorization by County.

Contractor shall inform a BHRS designee of patient needs and shall collaborate in any change in placement including transfer to acute care.

C. Aging and Adult Services

For the term of this Agreement as herein specified, Contractor shall provide to Aging and Adult Services (AAS) up to six (6) skilled nursing facility beds for San Mateo County residents who are probate dementia conservatees of the San Mateo County Public Guardian and who require a long-term treatment setting.

1. Admissions

- a. Contractor and AAS shall work jointly to optimize placements within the available beds at the Helios Healthcare, LLC facility. All admissions shall be subject to screening procedures and standards mutually agreeable to Contractor and Director of AAS or designee, subject to the provisions in Section 2 below.
- b. The admission of all persons receiving services under this Agreement must receive the approval of the Director of AAS or designee. Such approval shall be indicated by a signed "Authorization for Admission to a Helios Healthcare Facility form Aging and Adult Services."

2. Patient Eligibility

Contractor shall admit patients who are probate conservatees of the San Mateo County Public Guardian. Individuals in need of twenty-four (24) hour skilled nursing services, patients who may have histories of, and without adequate treatment are at risk of displaying, behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered acceptable for admission, as will those individuals with specific medical and behavioral needs which cannot be met at a lower level of care. Frequency of these behaviors is a determining factor for admission, and such admission may be negotiated between AAS and Contractor on an individual patient basis. AAS may grant individual exceptions to these admission criteria. All admissions are subject to prior authorization by the Director of AAS or designee.

3. Patient Care Planning and Placement

Contractor shall keep an AAS designated person fully informed of patient care needs and shall collaborate in any change in placement, including to acute care.

D. Patient Care Planning and Placement

Contractor shall inform BHRS designee of patient needs and shall collaborate in any change in placement including transfer to acute care.

1. Reporting

- a. Contractor shall cooperate with County requests for information on patients placed under the terms of this contract as needed in order to complete State-required Client Data System (CDS) reports.

- b. Contractor shall provide on request reasonable information on medications prescribed and administered to patients placed under this Agreement.
 - c. County shall have reasonable access to all areas of the facility during business hours and to such data as will allow for the meaningful evaluation and monitoring of quality of care.
 - d. Contractor shall provide a quarterly report on restraint/ seclusion use on patients placed under this Agreement.
2. Contractor shall use good faith efforts to hire clinical staff members who can communicate with clients in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies Contractor's staff.

II. ADMINISTRATIVE REQUIREMENTS

- A. Paragraph 15 of the Agreement and Paragraph I.S.4. of Exhibit B3 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 treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.
- B. Administering Satisfaction Surveys
- Contractor agrees to administer/utilize any and all survey instruments as directed by the County Mental Health Services, including outcomes and satisfaction measurement instruments.
- C. Cultural Competency
- 1 Contractor will attest to compliance with all of the pertinent cultural competence requirements in their host County contract. Contractor shall submit documentation of their compliance to HEIM (jafrica@smcgov.org) by March 31st.
 - 2. 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 will provide to the Chief of the Health System or designee a

photocopy of each unusual occurrence report filed with the State Department of Health Services, as defined in Section 72541 of Division 5, Title 22, California Code of Regulations.

- E. Contractor shall submit a copy of any licensing report issued by a licensing agency to the Deputy Director for Adult/Older Adult Services of BHRS within ten (10) business days of Contractor's receipt of any such licensing report.
- F. For Medi-Cal funded services, Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes).
- G. For Medi-Cal funded services, Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
- H. 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. 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. Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or

abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp.

J. Advance Directives

For clients receiving Medi-Cal funded services, Contractor will comply with County policies and procedures relating to advance directives.

K. Beneficiary Rights

For clients receiving Medi-Cal funded services, Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.

L. Physician Incentive Plans

For Medi-Cal funded services, 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.

M. 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.

N. Compliance Plan and Code of Conduct

For Medi-Cal funded services, Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health 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.

O. 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, including the County's state-wide toll-free telephone number; a list of the County's providers; a description of the County's beneficiary problem resolution process, including the complaint resolution and grievance processes; and a description of the beneficiary's right to request a fair hearing at any time before, during or within 90 days after the completion of the beneficiary problem resolution process.

III. GOALS AND OBJECTIVES

A. Mental Health Program

1. Effectiveness

Goal 1: To maintain or improve clients' level of functioning.

Objective 1: At least eighty percent (80%) of clients will improve or maintain their level of functioning as measured by a standardized outcome instrument designated by the State.

Data collection is to be completed by the County in cooperation with Contractor.

2. Residential Rehab & Long-Term Care

Goal 1: To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate.

Objective 1: No more than twenty-five percent (25%) of all discharges will be to an acute psychiatric level of care.

Objective 2: At least sixty-six percent (66%) of clients will show a decrease in the number of hospital days compared to the year prior to their admission.

Goal 2: To increase clients' functional adaptive behavioral patterns and develop daily living skills which will enable them to live in a less restrictive, more independent setting

Objective 1: At least seventy-five percent (75%) of all discharged clients will be discharged to a less restrictive, more

independent level of care, which shall include all community-based supported housing.

Data collection is to be completed by the County in cooperation with Contractor.

3. Day Treatment Services

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

Objective 1: At least ninety percent (90%) of adults served will be maintained in their current or reduced level of placement during their course of treatment.

Data collection is to be completed by the County in cooperation with Contractor.

4. Satisfaction

Goal 1: To enhance clients' satisfaction with the services provided.

Objective 1: At least ninety percent (90%) of customer survey respondents will rate services as good or better.

Objective 2: At least eighty-five percent (85%) of customer survey respondents will rate access to mental health services as good or better.

Data collection is to be completed by the County in cooperation with Contractor.

B. Aging and Adult Program

Goal 1: To provide a safe and supportive environment that meets the complex medical, psychiatric, and social needs of conservatees who may have dementia or other organic processes which limit their abilities to live in a less restrictive setting.

Goal 2: To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality twenty-four (24) hour sub-acute care.

Objective 1: No more than ten percent (10%) of all admissions will be discharged to an acute psychiatric level of care.

Data collection to be completed by the County in cooperation with Contractor.

*** END OF EXHIBIT A3 ***

EXHIBIT B3 – PAYMENTS AND RATES
 HELIOS HEALTHCARE, LLC.
 FY 2015-18

In full consideration of the services provided by Contractor in Exhibit A3, County shall pay Contractor based on the following fee schedule:

I. Payments

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.

A. Rates for Services

Facility Name	Service Type	Enhanced	Total
Idylwood Care Center	Neuro-Behav-Locked	124.00	124.00
		150.00	150.00
	Conversion (requires private room)		284.07

B. The maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed ONE MILLION SEVEN HUNDRED FIFTY-FIVE THOUSAND SEVEN HUNDRED TEN DOLLARS (\$1,755,710). The maximum amount for AAS and BHRS is as follows:

FY 2015-16:	\$298,000
FY 2016-17	\$634,710
FY 2017-18	\$823,000

1. FY 2015 – 2016

For the term July 1, 2015 – June 30, 2016, the maximum amount County shall be obligated to pay for services rendered shall not exceed TWO HUNDRED NINETY-EIGHT THOUSAND DOLLARS (\$298,000).

- a. The maximum amount for BHRS is ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000).
- b. The maximum amount for AAS is ONE HUNDRED SEVENTY-THREE THOUSAND DOLLARS (\$173,000).

2. FY 2016 – 2017

For the term July 1, 2016 – June 30, 2017, the maximum amount County shall be obligated to pay for services rendered shall not exceed SIX

HUNDRED THIRTY-FOUR THOUSAND SEVEN HUNDRED TEN DOLLARS (\$634,710).

- a. The maximum amount for BHRS is FOUR HUNDRED SIXTY-ONE THOUSAND SEVEN HUNDRED TEN DOLLARS (\$461,710).
- b. The maximum amount for AAS is ONE HUNDRED SEVENTY-THREE THOUSAND DOLLARS (\$173,000).

3. FY 2017 – 2018

For the term July 1, 2017 – June 30, 2018, the maximum amount County shall be obligated to pay for services rendered shall not exceed EIGHT HUNDRED TWENTY-THREE THOUSAND DOLLARS (\$823,000).

- a. The maximum amount for BHRS is SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000).
- b. The maximum amount for AAS is ONE HUNDRED SEVENTY-THREE THOUSAND DOLLARS (\$173,000).

- C. The daily rate of reimbursement will be at the rate of reimbursement established and adjusted from time to time by the State Department of Health Services.
- D. Under the terms of Title 22, Division 5, Section 72520, California Code of Regulations, Contractor shall be reimbursed for bed-hold days. The bed-hold rate is equal to the SNF/STP reimbursement rate minus food cost.
- E. County shall be responsible for billing and collecting Share of Cost (SOC) and Supplemental Security Income (SSI) revenue, and any such collections shall be retained by County to offset the cost of providing these services. Contractor shall facilitate such collections and remit any revenue received to County.
- F. San Mateo County residents who are eligible for reimbursement from the Veteran's Administration or other private resources are not billable under this contract.
- G. Enhanced or Special Services
 - 1. Selected San Mateo County residents admitted to Contractor's facilities may be authorized for additional "enhanced" payments. Authorization for such payments shall be indicated upon admission by a signed "Authorization for Admission to IMD/State Hospital Placement" or "Authorization for Admission to a Helios Healthcare Facility" form, as appropriate. The rate will be negotiated and authorized by the Chief of

the Health System or designee and Contractor. Clients placed in facilities requiring an enhanced rate must have that rate indicated on the "Authorization for Admission to IMD/State Hospital Placement" or "Authorization for Admission to a Helios Healthcare Facility" form, as appropriate.

2. Some San Mateo County residents may be admitted to facilities that have a day rehabilitation component. A day rehabilitation component and rate will be indicated on the "Authorization for Admission to IMD/State Hospital Placement" or "Authorization for Admission to a Helios Healthcare Facility" form, as appropriate.
 3. San Mateo County residents admitted to Transitional Residential Programs will also be indicated on the "Authorization for Admission to IMD/State Hospital Placement" or "Authorization for Admission to a Helios Healthcare Facility" form, as appropriate.
- H. Except for Medi-Cal funded services, the terms of a negotiated rate contract as set out in DMH #84-10 specify that no cost reconciliation is necessary.
- I. Not used.
- J. 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 of 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.
- K. Monthly Reporting
1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) 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: patient names, number of patient days, daily negotiated rate, and type of service provided (Ex: Day Treatment, etc). Non-billable clients referenced in Paragraph I.F. of this Exhibit B3 must be included in the monthly claim with a daily rate of ZERO DOLLARS (\$0) and the

source of reimbursement indicated.

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. Invoices may be sent to:

County of San Mateo
Behavioral Health and Recovery Services
Attn: Contracts Unit
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403

- L. 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.
- M. In the event this Agreement is terminated prior to June 30, 2018, the Contractor shall be paid for services already provided pursuant to this Agreement.
- N. 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.
- O. Day Treatment Rehabilitative Services (Full-day) program
 1. For Day Treatment Rehabilitative 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, and the terms of this Agreement,
 - b. Documentation for each day of service, and
 - c. Documentation relating to each appropriate authorization.
 2. Day Treatment 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.

P. Contractor shall submit to County a year-end cost report for Medi-Cal funded services no later than ninety (90) days after the end of the applicable fiscal year. 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.

Q. Beneficiary Billing

For beneficiaries receiving Medi-Cal funded services, 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.

R. County May Withhold Payment

For Medi-Cal funded services, Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of BHRS.

S. 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 A3 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 _____, 201__

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 A3 of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this Agreement.
 - f. For each beneficiary with Day Treatment Rehabilitation and/or supplemental specialty mental health services included in the claim, all requirements for Contractor payment authorization for Day Treatment Rehabilitation and/or supplemental specialty mental health services included in the claim, all requirements for Contractor 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 A3 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.

*** END OF EXHIBIT B3 ***