

**AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
EVER WELL HEALTH SYSTEMS, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and EVER WELL HEALTH SYSTEMS, 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 12, 2017 for residential services for mentally ill clients, for the term July 1, 2017 through June 30, 2020, in the amount of \$575,400; and

WHEREAS, the parties wish to amend the Agreement to add one bed, increasing the maximum amount of the agreement by \$32,025 to a new maximum of \$607,425, 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 "A1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B1." 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 SIX HUNDRED SEVEN THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS (\$607,425).

2. Exhibit A is hereby deleted and replaced with Exhibit A1 attached hereto.
3. Exhibit B is hereby deleted and replaced with Exhibit B1 attached hereto.

4. All other terms and conditions of the agreement dated September 12, 2017, 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

EVER WELL HEALTH SYSTEMS, LLC



Contractor's Signature

Date: 2/28/2017

EVER WELL HEALTH SYSTEMS, LLC
2017-2020 A1

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

I. MENTAL HEALTH PROGRAM SERVICES

For the term of this Agreement as herein specified, Contractor shall provide to the Behavioral Health and Recovery Services Division (BHRS) bed space for San Mateo County residents who are seriously mentally ill and in need of mental health rehabilitation, treatment and long term care.

A. Contractor shall provide a broad range of services in a niche, structured environment focused on each resident's specific needs and interest. Services shall be designed to enhance basic living skills, improve social functioning, allow for training opportunities within the community, and for participation in out-of-home activities, in an effort to normalize each resident's lifestyle. Such services are intended to help each resident reach and maintain his/her highest level of functioning resulting in reintegration into the community. A schedule of these services shall be developed each month outlining daily routines and opportunities. In addition, Contractor shall develop an Individual Program Plan for each resident to target specific independent living skills and goals. The Individual Program Plan shall be focused on measurable goals and specific activities to be provided by Contractor to assist each resident in reaching the goals in the plan. Contractor shall:

1. Provide room and board
2. Provide or arrange transportation to day programs, community events, recreational activities, and medical appointments.
3. Provide organized, educational opportunities such as budgeting training, communication skills, nutrition/meal planning, and substance abuse awareness.
4. Ensure that each resident is given the opportunity to attend and participate in community activities including, but not limited to local worship services and activities, and community activities and events (i.e., ball games, dances, plays).

5. Encourage/facilitation of each resident in taking increasing responsibility for his/her own treatment by supporting self-established goals and the use of support and treatment systems.
6. Assist each resident with socialization and group activities to enhance problem-solving skills, self-disclosure, social and family relationship skills, and appropriate expression of feelings.
7. Establish peer and family support to promote proactive roles within the facility as well as with family.
8. Provide organized recreation events and community outings to help each resident with the development of leisure skills and improve social functioning.
9. Provide case management services to provide linkage to community resources, care coordination with primary medicine and mental health case managers and monitoring of health conditions.
10. Assist each resident with his/her medication regiment and communication with the psychiatrist.
11. Assist each resident in the development of personal hygiene grooming, dressing, and household living skills.
12. Provide close supervision of, and intensive interactions with, each resident who requires management of difficult behaviors, consistent with the Individual Treatment Plan.
13. Provide 24-hour on-site coverage.
14. Contractor's employees shall participate in trainings as required for maintaining licensures as a board and care facility.
15. Maintain documentation on all County clients.
16. Levels of Treatment are to be arrived at mutually between the County and Contractor. Levels of treatment, or client profiles may be defined as follow:

- a. LEVEL I: Includes individuals with a major mental health condition who have been residing in community settings but need supportive services and who would benefit from 6-8 months of Contractor Integrated care model to restore health and function. Chronic disease may be present, but conditions are well controlled with medication and no Restricted Health Condition Plan is required. Client discharge to Independent Living and/or Full-Service Partnership (FSP) should be expected.
- b. LEVEL II: Includes individuals with a major health condition who have been residing in the community, secure settings, or locked settings but are ready for a less restrictive environment and would benefit from 6-8 month of Contractor integrated care model in order to progress to lower levels of care to restore health and function. Chronic disease is present and may or may not be controlled with medication or lifestyle support. A Restricted Health Condition Plan is required. Client discharge to licensed care or Intensive community supportive care management setting should be expected.
- c. COMMUNITY LIVING: Includes individuals with a major mental health condition that have been residing previously in structured, supported services settings and can demonstrate improved health and function. Chronic disease may also be present, but the condition(s) are well-controlled with medications and/or lifestyle supports and no Restricted Health Condition Plan is required. Discharge to independent living is the preferred condition for most Community living residents.

B. ADMISSIONS

All admissions shall be subject to screening procedures and standards mutually agreeable to Contractor and Director of BHRS or designee.

The admission of all persons receiving services under this Agreement must receive the approval of the Director of BHRS or designee. A signed authorization form shall indicate such approval.

Additional screening and evaluation are performed by Contractor's staff prior to admission to these programs. Contractor must provide a Treatment Plan for all specialty outpatients' mental health services to all County clients. Contractor shall provide additional assistance and monitoring for clients with issues affecting the management of their severe symptomology and functional impairments. The program shall also monitor any on-going medical issues through collaboration with healthcare providers.

C. REPORTING

1. The BHRS Division's Management Information System (MIS) unit will complete state-required Client Data System (CDS) reports. Contractor shall cooperate with County requests for information on patients placed under the terms of this agreement.
2. Contractor shall provide on request reasonable information on medications prescribed and administered to patients placed under this Agreement.
3. 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.
4. 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.
5. Contractor shall provide a quarterly report on restraint/seclusion use on patients placed under this Agreement.

D. AUGMENTED SERVICES

Augmented services provide, such as extraordinary staffing requests, residents requiring special medical attention waivers or treatments, and other enhanced services may be negotiated on an individual basis.

E. TRANSPORTATION SERVICES

Transportation charges are not for routine or local transportation. Transportation services are for transport of County clients to specialty medical care (i.e., dialysis), or court hearings only. Transportation services shall be preauthorized by the Director of Behavioral Health and Recovery Services, or designee.

F. MEDICATION SUPPORT SERVICES

Daily dispensing of medications is a non-billable service included in the residential rate.

G. BED HOLD

When a client's symptoms escalate to the point, he/she cannot be managed at this level of care, and requires treatment in an acute psychiatric inpatient facility, the client shall be allowed a seven (7) day bed hold. The seven (7) day bed hold shall also be instituted should a client need a brief stay in an acute medical inpatient facility for physical health needs.

II. ADMINISTRATIVE REQUIREMENTS

A. Compliance with Health Information Privacy and Accountability Act (HIPAA), Confidentiality Laws, and PHI Security

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.

Contractor will develop and maintain written information 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.

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.

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 the County of San Mateo BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>

B. 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. Medication Support Services

For Contractors that provide or store medications: Contractor will store and dispense medications in compliance with all pertinent state and federal standards. Policies and procedures must be in place for dispensing, administering and storing medications consistent with BHRS Policy 99-03, Medication Room Management and BHRS Policy 04-08 Medication Monitoring located at www.smchealth.org/bhrs-documents. In particular:

- a. Medications are logged in, verified, counted and added to inventory sheets.
- b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
- c. Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.
- d. All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
- e. Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
- f. Medications are disposed of after the expiration date and recorded.
- g. Injectable multi-dose vials are dated and initialed when opened.
- h. A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.
- i. "Stock" medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

C. 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 minimum of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards (Contractor is allowed to maintain records for a longer period of time if required by other regulations or licenses).

D. Administering Satisfaction Surveys

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

E. 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

Out of county contractors must attest to compliance with all of the pertinent cultural competence requirements in their host County contract. Out of county contractors shall submit to HEIM (ODE@smcgov.org) by March 31st, documentation of their compliance.

Technical Assistance -- Contractors who are not able to comply with the cultural competence requirements will be asked to meet with the Program Manager and HEIM (ODE@smcgov.org) to plan for appropriate technical assistance.

F. Licensing Reports

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

G. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the agreement Section 10. Compliance with laws; payment of Permits/Licenses.

H. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates and informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

I. 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.

J. Critical Incident Reporting

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.

K. Ineligible Employees

BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on an annual basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below.

The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting form, Policy #93-11 and faxing to 650-525-1762) should a current employee, intern or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

1. Office Of Inspector General

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov

2. California Department of Healthcare Services (DHCS)

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Care Services (DHCS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: [Http://files.medi-cal.ca.gov](http://files.medi-cal.ca.gov), once there, type "medi-cal suspended and ineligible provider list in the

search box.”

L. Advances Directives

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

M. Surety Bond

Contractor shall retain and show proof of a bond issued by a surety company in accordance with Community Care Licensing’s regulations for a licensee who may be entrusted with care and/or control of client’s cash resources.

N. 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 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:

- a. Adhere to CFR 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
- b. Obtain a waiver from Care Licensing allowing the employee to provide services to individuals with whom they have contact as part of their employment with the Contractor.

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

O. 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.

III. GOALS AND OBJECTIVES

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

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

Data will be provided by Contractor to County by-annually, June 1 and December 1.

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

Data will be provided by Contractor to County by-annually, June 1 and December 1.

Goal 2: To modify clients' dysfunctional maladaptive behavioral patterns and develop daily living skills which will enable them to live in a less restrictive, more independent setting.

Objective 1: At least sixty percent (60%) 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 will be provided by Contractor to County by-annually, June 1 and December 1.

EXHIBIT B1 PAYMENTS AND RATES
EVER WELL HEALTH SYSTEMS, LLC
2017-2020

I. PAYMENTS

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

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 SEVEN THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS (\$607,425) for services provided under Exhibit A, of this Agreement for the term July 1, 2017 through June 30, 2020.

1. FY 2017-2018

County shall pay Contractor for up to a maximum of three (3) beds per month according to the following rates of payment, not to exceed ONE HUNDRED NINETY-ONE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$191,625):

- a. LEVEL I: County shall pay Contractor at the daily bed rate of ONE HUNDRED FIFTY DOLLARS (\$150), per client.
- b. LEVEL II: County shall pay Contractor at the daily bed rate of ONE HUNDRED SEVENTY-FIVE DOLLARS (\$175), per client.
- c. COMMUNITY LIVING: County shall pay Contractor at the daily bed rate of SEVENTY-FIVE DOLLARS (\$75), per client.
- d. Maximum amount for the FY 2017-2018, county shall pay is ONE HUNDRED NINETY-ONE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$191,625).

2. FY 2018-2019

County shall pay Contractor for up to a maximum of three (3) beds per month according to the following rates of payment, not to exceed ONE HUNDRED NINETY-ONE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$191,625):

- a. LEVEL I: County shall pay Contractor at the daily bed rate of ONE HUNDRED FIFTY DOLLARS (\$150), per client.
- b. LEVEL II: County shall pay Contractor at the daily bed rate of ONE HUNDRED SEVENTY-FIVE DOLLARS (\$175), per client.
- c. COMMUNITY LIVING: County shall pay Contractor at the daily bed rate of SEVENTY-FIVE DOLLARS (\$75), per client.
- d. Maximum amount for the FY 2018-2019, county shall pay is ONE HUNDRED NINETY-ONE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$191,625).

3. FY 2019-2020

From July 1, 2019 through December 31, 2019, County shall pay Contractor for up to a maximum of three (3) beds per month according to the following rates of payment, not to exceed NINETY-SIX THOUSAND SEVENTY-FIVE DOLLARS (\$96,075):

- a. LEVEL I: County shall pay Contractor at the daily bed rate of ONE HUNDRED FIFTY DOLLARS (\$150), per client.
- b. LEVEL II: County shall pay Contractor at the daily bed rate of ONE HUNDRED SEVENTY-FIVE DOLLARS (\$175), per client.
- c. COMMUNITY LIVING: County shall pay Contractor at the daily bed rate of SEVENTY-FIVE DOLLARS (\$75), per client.

From January 1, 2020 through June 30, 2020, County shall pay Contractor for up to a maximum of four (4) beds per month according to the following rates of payment, not to exceed ONE HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED DOLLARS (\$128,100):

- a. LEVEL I: County shall pay Contractor at the daily bed rate of ONE HUNDRED FIFTY DOLLARS (\$150), per client.
 - b. LEVEL II: County shall pay Contractor at the daily bed rate of ONE HUNDRED SEVENTY-FIVE DOLLARS (\$175), per client.
 - c. COMMUNITY LIVING: County shall pay Contractor at the daily bed rate of SEVENTY-FIVE DOLLARS (\$75), per client.
4. Payment by County to Contractor shall be monthly. Contractor shall bill BHRS on or before the tenth (10th) working day of each month. All claims shall clearly reflect patient names, number of patient days, and daily negotiated rate. Non-billable clients referenced in Paragraph A.2. of this Exhibit A must be included in the monthly claim with a daily rate of ZERO DOLLARS (\$0) and the source of reimbursement indicated. County reserves the right to change the claims instructions, and/or require the Contractor to modify their description of services as the County deems necessary.

C. 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. All claims shall clearly reflect patient names, number of patient days, and daily negotiated rate. Non-billable clients referenced in this Exhibit B must be included in the monthly claim with a daily rate of ZERO DOLLARS (\$0) and the source of reimbursement indicated. 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: enhanced rate, one-to-one supervision, etc.), and duration of service (hour/minute format).

2. All residential care facilities including IMD's and MHRC's shall provide County a weekly census using a County-provide standardized form. This form shall be completed and sent via the County's secure email system to BHRS-MIS-Census@smcgov.org or faxed to (650) 573-2110 (Attention MIS/Billing) on each Monday following the end of the report week. If you opt to use secure email, MIS/Billing at (650) 573-2502 to initiate that use.

The weekly census will not replace but will be in addition to the monthly invoice that is required in paragraph C.1 above.

3. 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.

D. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

E. Medi-Cal Amendment

Contractor and County agree to amend this Agreement to include new requirements for this contract term pertaining to reimbursement for services provided, clinical documentation requirements, the contractor's quality assurance processes and procedures, and procedures for the disallowance of services when payment has already been made to the Contractor. Those new provisions have not been finalized in time to be included in this original Agreement, and will be added through an Amendment to this Agreement during FY 2019-20. Changes made through the Amendment will be made in order to be in compliance with State and federal requirements for the provision of Medi-Cal funded services, and will include any additional related provisions as deemed necessary by the County.

- F. Payment for temporary absences shall be made according to the following state policies as outlined in Department of Mental Health Letter 86 01:
1. Payment for temporary absence in the supplemental services program and for life support services in residential care facilities can be limited to seven (7) days per month. Such payment is allowable only under all of the following conditions:
 - a. the absence is consistent with the client's service and treatment plans;
 - b. the absence is necessary for the client's progress or maintenance at this level of care;
 - c. the absence is planned, or anticipated; and
 - d. the absences, as well as the purpose(s) of the absence, are documented.
 2. Payment for temporary absence for purposes of acute hospital or acute non-hospital (psychiatric health facility) treatment, or for treatment in other facilities which meet Title 9 staffing standards (Section 663), except as provided in section C, paragraph 1(a) above, can be limited to ten (10) days per month. Payment is allowable if such treatment is necessary for the client to return to this level of care, i.e., in a residential care facility, and if the purpose(s) is documented.
- G. 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 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- H. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

I. County anticipates the receipt of revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should planned or actual revenues be less than the amounts anticipated at the time of the signing of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Director of Health or designee.

J. In the event this Agreement is terminated prior to June 30, 2020, the Contractor shall be paid for services already provided pursuant to this Agreement.

K. Monthly Invoice and Payment

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. Contractor shall submit an original invoice only (faxes are not acceptable) and shall include a summary of services and changes for the month of service. In addition, contractor shall provide back-up to the invoice, which shall include individual client days and the level of service provided as well as a monthly admit and discharge sheet.

2. County reserves the right to modify the description of services as the County deems necessary.

3. Invoices that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Invoices may be sent to:

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

L. 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 Schedule 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 the above claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____, California, on _____, 20____

Signed _____ Title _____

Agency _____”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
- a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.