

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO
AND CRESTWOOD BEHAVIORAL HEALTH, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Crestwood Behavioral Health, Inc., 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 August 3, 2021 for residential rehabilitation and long-term care services; and

WHEREAS, the parties wish to amend the Agreement to change the per night rate of a bed for indigent clients from \$1,089 to \$1,182 for each fiscal year, and increase the total dollar amount by \$48,660 for a new maximum total amount of \$15,264,450

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." 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 FIFTEEN MILLION TWO HUNDRED THIRTY-TWO THOUSAND ELEVEN DOLLARS (\$15,232,011).

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 August 3, 2021, between

the County and Contractor shall remain in full force and effect.

Signature page follows

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CONTRACTOR NAME

Elena Mashkevich Digitally signed by Elena
Mashkevich
Date: 2021.12.23 14:40:53 -08'00'

Contractor's Signature

Date: 12/23/2021

EXHIBIT A1 – SERVICES
CRESTWOOD BEHAVIORAL HEALTH, INC.
FY 2021 – 2024

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. MENTAL HEALTH PROGRAM SERVICES

For the term of this Agreement as herein specified, Contractor shall provide to San Mateo County's Behavioral Health and Recovery Services (BHRS) up to fifty-three (53) beds for San Mateo County residents who are seriously mentally ill and in need of mental health rehabilitation, treatment and long-term care. Approximately forty-one (41) beds will be utilized in Institutions for Mental Disease (IMD) and twelve (12) beds will be utilized by individuals 65 years and over.

1. Admissions

- a. Contractor and County shall work jointly to optimize placements within the available beds at the Crestwood Behavioral Health, Inc. facilities. All admissions shall be subject to screening procedures and standards mutually agreeable to Contractor and the Director of Behavioral Health and Recovery Services 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 Chief of San Mateo County Health 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 and 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 BHRS 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 a 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.

3. Basic Service Levels

a. IMD/Mental Health Rehabilitation Center (MHRC)/Skilled Nursing Facility (SNF)

It is agreed by both Contractor and County that the basic service level (the minimum array of services provided to Crestwood residents) fully complies 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. It is further agreed by Contractor that basic services will also include reasonable access to medical treatment and up-to-date psychopharmacology including Clozapine, reasonable transportation to needed off-site services, and bilingual/bicultural programming.

b. Adult Residential Facility/Community Treatment System

It is agreed that the program complies with all licensing and certification standards for an Adult Residential Facility and a Community Residential Treatment System. The basic service level for an enhanced adult residential facility offers twenty-four (24) hour care and supervision and teaches clients the skills necessary to successfully reintegrate into the community at their highest level of independence. The program shall include medication management, symptom management, and independent living skills. It should also include services for people who are dually diagnosed.

c. Crisis Residential Treatment Facility

Contractor shall provide a twenty-four (24) hour crisis residential treatment facility for mentally ill clients ("Crisis Residential Treatment Facility"). Contractor shall provide such mentally ill clients with therapeutic and/or rehabilitation services in a structured program as an alternative to hospitalization for clients experiencing an acute psychiatric episode or crisis, and who do not present medical complications requiring nursing care. Contractor shall support clients in their efforts to restore, maintain, and apply

interpersonal and independent living skills, and to access community support systems, and will make available interventions which focus on symptom reduction and management.

d. Day Treatment Rehabilitative Services Program (Full-day)

Contractor shall provide Day Treatment Rehabilitative Services preauthorized by BHRS, and as meet medical necessity. These services shall be provided in manner prescribed by the laws of California and in accord with the applicable laws, titles, rules, and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. These services are provided to a distinct group of seriously mentally ill adults and occur in a therapeutic, organized, and structured setting.

i. General Description of Services

- a) The Day Treatment Rehabilitative Services (Full-day) program shall be referred to herein as “Services” or “Day Treatment Services”.
- b) As of the date of this Agreement Contractor provides Day Treatment Services for seriously mentally ill adults at Contractor’s Crestwood Solano Our House facility.
- c) Full-day Day Treatment Services must be available more than four (4) hours and less than twenty-four (24) hours each program day to qualify as a full-day program. The client must be present each day (half-day or full-day as appropriate) Day Treatment Services are claimed. On an exceptional occasion when a client is unavailable for the entire program day, the client must be present a minimum of fifty percent (50%) of the program day for that day’s services to be claimed.
- d) For seriously mentally ill adults, Day Treatment Services provides a range of services to assist the client to gain the social and functional skills necessary for appropriate development and social integration. Interventions are intended to prevent hospitalization, placement in a more restrictive facility, out-of-home placement, and/or to maintain the client in a community setting. A key component of Day Treatment Services is contact with the families of clients. This may be integrated with an education program as long as it meets all Day Treatment Services requirements.

- e) Contractor shall develop and maintain a Day Treatment Services program description and shall provide such program description to County annually and upon request.
- f) County reserves the right and authority to set additional higher or more specific standards necessary to manage the delivery of Day Treatment Services than those set by the State of California.
- g) Contractor shall provide Day Treatment Services to seriously emotionally and behaviorally disturbed San Mateo County resident adults pre-authorized for service by the Deputy Director of Adult Services or designee.
- h) The Day Treatment Services program is multi-disciplinary in its approach and provides a range of treatment services, including, but not limited to:
 - 1) Psychological assessment, evaluation, and plan development;
 - 2) Education/special education programming;
 - 3) Occupational, speech/language, and recreation therapies;
 - 4) Medication assessment and medication management;
 - 5) Psychosocial/functional skills development;
 - 6) Crisis intervention; and
 - 7) Outreach social services.
- i) Day Treatment Services shall occur in a therapeutic milieu. The purposes of the therapeutic milieu are as follows:
 - 1) To provide the foundation for the provision of Day Treatment Rehabilitative Services and differentiate these services from other specialty mental health services;
 - 2) To include a therapeutic program that is structured by well-defined service components with specific activities being performed by identified staff;
 - 3) To create a supportive and nurturing interpersonal environment that teaches, models, and reinforces constructive interaction;

- 4) To support peer/staff feedback to clients on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress;
- 5) To empower clients through involvement in the overall program (such as the opportunity to lead community meetings and to provide feedback to peers) and the opportunity for risk taking in a supportive environment; and
- 6) To support behavior management interventions that focus on teaching self-management skills that children, youth, adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function with minimal or no additional therapeutic intervention.

ii. Therapeutic Milieu Service Components

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

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

iii. Daily Community Meetings

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

- a) Schedule for the day;
- b) Any current event;
- c) Individual issues that clients or staff wish to discuss to elicit support of the group process;
- d) Conflict resolution within the milieu;
- e) Planning for the day, the week or for special events;
- f) Old business from previous meetings or from previous day treatment experiences; and
- g) Debriefing or wrap-up.

iv. Weekly Schedule

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

v. Excluded Activities

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

vi. Contact With Significant Support Persons

The Day Treatment Rehabilitative Services program must allow for at least one contact (face-to-face, e-mail, telephone) per month with the legally responsible adult (for a client who is a minor), or with a family member, caregiver or other significant support person. Adult clients may

choose whether or not this service component is done for them. These contacts and involvement should focus on the role of the significant support person in supporting the client's community reintegration. It is expected that this contact will occur outside hours of operation and the therapeutic milieu for Day Treatment Service.

vii. Crisis Response

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

viii. Authorization Requests

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

- a) Contractor must request prior authorization for payment from County using the Authorization Form or a similar form approved by County, and clinical documentation that establishes the need for the service.
- b) Contractor must provide an additional prior authorization for services that exceeds five (5) days per week.
- c) Contractor must request authorization for the continuation of services at least every six (6) months or more frequently, if requested by County.
- d) Contractor must request prior authorization for the provision of counseling and other similar intervention

services beyond those provided in the Day Treatment Rehabilitative Services. These services may not be provided to a Day Treatment Rehabilitative Services client during the Day Treatment Rehabilitative Services program hours, even if such service is authorized. (Excluded from this authorization are services to treat emergency and urgent conditions, and Therapeutic Behavioral Services that are provided on the same day as Day Treatment Rehabilitative Services.) Reauthorization of these services must occur on the reauthorization schedule determined by the BHRS Deputy Director of Adult Services or designee and no later than on the same cycle as reauthorization for Day Treatment Rehabilitative Services.

- e) Authorization must specify the number of days per week as well as the length of time services will be provided.

ix. Authorization Decisions

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

requested. County's notice to Contractor need not be in writing.

x. Documentation

Each client will have an individualized client treatment plan developed by the program staff signed by a licensed, waived or registered staff member. A copy of this plan will be provided to the Deputy Director of Adult Services or designee upon admission and every six (6) months thereafter.

a) Client treatment plans will:

- 1) Be provided to the BHRS Deputy Director of Adult Services or designee within thirty (30) days of admission to the program;
- 2) Be updated at least annually and are due to the BHRS Deputy Director of Adult Services or designee during the calendar month prior to the anniversary date or on the anniversary date of the client's entry into the County system;
- 3) Have specific observable and/or specific quantifiable goals;
- 4) Identify the proposed type(s) of intervention;
- 5) Have a proposed duration of intervention(s); and
- 6) Be signed (or electronic equivalent) by:
 - i) The person providing the service(s),
 - ii) A person representing a team or program providing services, or
 - iii) When the client plan is used to establish that services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category, by a:
 - Physician,
 - Licensed/registered/waivered psychologist,

- Licensed/registered/waivered social worker,
- Licensed/registered/waivered MFT, or
- Registered nurse who is either staff to the program or the person directing the service.

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

xi. Staffing

a) Staff Qualifications: Commensurate with scope of practice, Day Treatment Rehabilitative Services may be provided by any of the following staff:

- 1) Licensed Physician,
- 2) Licensed/Waivered Clinical Psychologist,
- 3) Licensed/Registered Clinical Social Worker,
- 4) Licensed/Registered Marriage, Family and Child Counselor,
- 5) Registered Nurse,
- 6) Licensed Vocational Nurse,
- 7) Licensed Psychiatric Technician, or
- 8) Mental Health Rehabilitation Specialist. A Mental Health Rehabilitation Specialist is an individual who has a baccalaureate degree and four (4) years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment, or vocational adjustment. Up to two (2) years of graduate professional education may be substituted for the experience requirement on a year-for-year basis; up to two (2) years of post-associate arts

clinical experience may be substituted for the required educational experience in addition to the requirement of four (4) years of experience in a mental health setting.

- b) At a minimum there must be an average ratio of at least one professional staff member (see staffing list above) to ten individuals (1:<10) in attendance during the period the program is open. In the Day Treatment Rehabilitative Services programs serving more than 12 clients (1:<12) there shall be at least one person from two of the staffing groups listed in Paragraph I.A.3.d.xi.a of this Exhibit A1. One staff person must be present and available to the group in the therapeutic milieu in all hours of operation
- c) Other staff may be utilized according to program need, but shall not be included as part of the above ratio. A clear audit trail shall be maintained for staff members who function as both Day Treatment Rehabilitative Services staff and in other capacities.

4. Patient Care Planning and Placement

Contractor shall keep a Mental Health Services person fully informed of patient needs and shall collaborate in any change in placement including to acute care.

5. Reporting

- a. BHRS' Management Information System (MIS) unit will complete state-required Client Services Information (CSI) reports. Contractor shall cooperate with County requests for information on patients placed under the terms of this Contract.
- b. Contractor shall provide on request reasonable information on medications prescribed and administered to patients placed under this Agreement.
- c. Contractor will provide to the Director of BHRS 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.
- d. 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.

- e. Contractor shall provide a quarterly report on restraint/seclusion use on patients placed under this Agreement.
6. San Jose Psychiatric Health Facility (PHF) Dedicated Beds
- a. Contractor shall provide four (4) dedicated beds per night. Should additional transitional beds be available, County has the option to purchase such additional beds on an as-needed basis. Referrals for the use of these beds must come through Psychiatric Emergency Services (PES) as back up to 3A/B at the San Mateo Medical Center.
 - b. Contractor shall maintain admissions criteria that is provided to BHRS upon execution of this agreement and at any time that the criteria is updated, modified, or otherwise changed. The criteria shall be used upon mutual agreement between the Contractor and BHRS. Admissions shall be noticed to Holly Severson, RN, TARS Coordinator at Fax (650) 525-1762; and admissions and discharges shall be noticed to Melinda Ricossa, RN, Adult Resources Management at Fax (650) 522-9830.
 - c. Contractor shall maintain a hospital patient census that will be provided to BHRS no less than weekly in accordance with the reporting template provided to the Contractor by the County.
 - d. Should PES be able to predict availability, the PES Clinical Services Manager or designee may authorize the transfer of beds to other counties in need of placement and those counties would be billed the same rates by PHF and San Mateo County would be credited (not charged for those days).
 - e. The clients placed in above identified beds will have full access to the facility services, which shall include case management services. Beds shall be in semi-private rooms that may include up to three beds, include storage for personal belongings and clothing, and individual lighting. Occasionally, private rooms will be required and the contractor shall make every effort possible to provide a private room in a timely manner.
 - f. Contractor shall provide daily treatment and social activities as represented in the program description provided to the County including, but not limited to Dialectical Behavior Therapy; Wellness Recovery Action Plan; psycho-educational groups; individual counseling; independent living skills; dual recovery; individual recovery plans with personal goals; nutrition, wellness, and fitness support; spirituality support; peer support; meditation groups; family support; and discharge and transition planning.

- g. Case management services shall include an initial assessment of fiscal resources, job skills and opportunities, and the need for referrals to other service providers. Referrals to substance abuse services and/or other services will be made on an as-needed basis.
- h. Contractor's case manager and treatment staff will coordinate services with assigned BHRS staff to assist with patients' successful transition to the next level of care.
- i. Based on client need, Contractor may transfer clients into other facility programs/beds upon approval by BHRS.
- j. Patient Rights Advocates and Hearings: Since the County of Santa Clara is served by the same advocacy agency as the County of San Mateo, it is unnecessary to make provisions to extend County of San Mateo protections into the County of Santa Clara as this provision is met by the State selecting and monitoring the advocacy agency in part for the purpose of placements that may occur outside of the county of residency (Welfare & Institutions Code: Patients' Rights Program; sections 5510-5514). The Patients' Rights Advocate will coordinate the necessary activities and participants for Welfare & Institutions Code, for example, as Hearing Officers function under a similar state statute that allows for their work to occur regardless of county lines when the same advocacy agency serves both Counties. Costs arising from Certification Hearings, Riese Capacity Hearings, and Voluntariness Hearings are the responsibility of the facility in which the patient is placed regardless of their county of residence and to the extent that such costs are scheduled into the fees of this agreement.

B. AGING AND ADULT SERVICES (AAS)

For the term of this Agreement as herein specified, Contractor shall provide to the Aging and Adult Services Division up to eight (8) 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 Aging and Adult Services shall work jointly to optimize placements within the available beds at the Crestwood Behavioral Health, Inc. facilities. All admissions shall be subject to screening procedures and standards mutually agreeable to Contractor and Director of Aging and Adult Services 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 Aging and Adult Services or designee. Such approval shall be indicated by a signed form called "Authorization for Admission to a Crestwood Facility" from 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 well as 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 Aging and Adult Services and Contractor on an individual patient basis. Aging and Adult Services may grant individual exceptions to these admission criteria. All admissions are subject to prior authorization by the Director of Aging and Adult Services or designee.

3. Patient Care Planning and Placement

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

4. Reporting

- a. Contractor will provide to the Chief of San Mateo County Health 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.
- b. Aging and Adult Services 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.
- c. Contractor shall provide a quarterly report on restraint/seclusion use on patients placed under this Agreement.

C. HEALTH ORDER COMPLIANCE

1. Health Order Compliance Requirements

Contractor shall comply with all current health orders issued by the State Department of Health and the County Health Officer until such orders are lifted or deemed no longer necessary for health reasons by the State Department of Health and/or the San Mateo County Health Officer. Current health orders can be found at: <https://covid19.ca.gov/> and at <https://covid19.ca.gov/safer-economy/> for statewide information and at: <https://www.smchealth.org/health-officer-updates/orders-health-officer-quarantine-isolation> for County information.

At a minimum, Contractor will ensure the following:

- a. All clients, staff and volunteers are required to wear face coverings, exceptions can be made for the children served as allowed under state and County health guidelines.
- b. Contractor will create and implement protocols for personal protective equipment (PPE) use, handwashing, isolation for clients who test positive for COVID-19, and visitor protocols (if allowed under the current health order and in compliance with health order requirements (mass testing, which can be met by participating in the BHRS Surveillance Program)).

- c. The requirements and protocols mentioned in items a and b above, as well as all the identified strategies related to the pandemic, should be organized into a basic COVID-19 Plan. The plan should identify what impacts and hazards the pandemic poses for your organization, your response to mitigate these impacts and hazards, thresholds that balance workforce location between telework to in office to face to face services for clients, for example. This simple, living document, should reflect what is important to your organization and how you will manage during the pandemic,

2. Service Delivery During Health Order Restrictions

Contractor will create and implement alternate options for service delivery; such as using the telephone and/or online sessions via a virtual platform (such as Zoom, Teams, etc.), in the event that services cannot be performed face-to-face. The virtual platform selected by the Contractor must have security protocols that ensure health information and the identity of clients is protected.

In the event that the Contractor cannot transition from face-to-face services to a virtual format, or other contracted work cannot be performed, Contractor will notify the BHRS Program Manager to develop alternatives to providing deliverables and/or cancelation of services if a solution cannot be reached. In the event that services are canceled or cannot be performed, funding shall be reduced commiserate with the reduction of services.

II. ADMINISTRATIVE REQUIREMENTS

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. 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).

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: located online at

https://www.smchealth.org/sites/main/files/file-attachments/msomanual_2.26.18.pdf. Managed Care Providers 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

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. Licensing Reports

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

10. Compliance with HIPAA, Confidentiality Laws, and Protected Health Information 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>.

11. Site Certification

- a. Contractor will comply with all site certification requirements. Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, Medi-Cal, Medicare, or Drug Medi-Cal.
- b. Contractor is required to inform BHRS Quality Management, in advance, of the following major changes:
 - 1) Major leadership or staffing changes.
 - 2) Major organizational and/or corporate structure changes (example: conversion to non-profit status).
 - 3) Any changes in the types of services being provided at that location; day treatment or medication support services when medications are administered or dispensed from the provider site.
 - 4) Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
 - 5) Change of ownership or location.
 - 6) Complaints regarding the provider.

12. 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.

13. 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 # 04-01, which can be found online at: <http://www.smchealth.org/bhrs-policies/compliance-policy-funded-services-provided-contracted-organizational-providers-04-01>. 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 or via a secure electronic format.

14. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRS 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 BHRS 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 BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

15. 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.

16. Staff Termination

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

17. 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 ode@smcgov.org.

1. 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.
2. 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.

C. Physician Incentive Plans

Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h) and Section 422.208. 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.

D. 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.

E. 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.

III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

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 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 ten percent (10%) 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 MHRC discharged clients will be discharged to a less restrictive, more independent level of care, which shall include all community-based supported housing.

Data collection 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-five percent (95%) of adults served will be maintained in their current or reduced level of placement during their course of treatment.

Data collection 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-two percent (92%) 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.

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 A1 – SERVICES ***

EXHIBIT B1 – PAYMENTS AND RATES
CRESTWOOD BEHAVIORAL HEALTH, INC.
FY 2021 – 2024

In consideration of the services provided by Contractor in Exhibit A1, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

A. In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 3 of this Agreement, County shall not pay or be obligated to pay more than the amounts for each component of service required under this agreement listed on Schedule B — Rate Table.

B. Contract maximums

1. For San Jose Psychiatric Health Facility (PHF) Dedicated Beds

a. FY 2021-22 (Year 1)

Contractor shall be paid at a rate of ONE THOUSAND EIGHTY-TWO DOLLARS (\$1,082) per bed, per night, for four (4) dedicated beds per night for Medi-Cal/Short Doyle clients and ONE THOUSAND ONE HUNDRED EIGHTY-TWO DOLLARS (\$1,182) for Indigent clients, for a maximum of ONE MILLION SIX HUNDRED SIXTEEN THOUSAND TWO HUNDRED TWENTY DOLLARS (\$1,616,220).

b. FY 2022-23 (Year 2)

1) Contractor shall be paid at a rate of ONE THOUSAND EIGHTY-TWO DOLLARS (\$1,082) per bed, per night, for four (4) dedicated beds per night for Medi-Cal/Short Doyle clients and ONE THOUSAND ONE HUNDRED EIGHTY-TWO DOLLARS (\$1,182) for Indigent clients, for a maximum of ONE MILLION SIX HUNDRED SIXTEEN THOUSAND TWO HUNDRED TWENTY DOLLARS (\$1,616,220).

2) Rates increases for FY 2022-2023 are contingent upon available funding, and pending program evaluation and division approval.

c. FY 2023-24 (Year 3)

- 1) Contractor shall be paid at a rate of ONE THOUSAND EIGHTY-TWO DOLLARS (\$1,082) per bed, per night, for four (4) dedicated beds per night for Medi-Cal/Short Doyle clients and ONE THOUSAND ONE HUNDRED EIGHTY-TWO DOLLARS (\$1,182) for Indigent clients, for a maximum of ONE MILLION SIX HUNDRED SIXTEEN THOUSAND TWO HUNDRED TWENTY DOLLARS (\$1,616,220).
- 2) Rates increases for FY 2023-2024 are contingent upon available funding, and pending program evaluation and division approval.

2. For IMD/MHRC/SNF

a. FY 2021-22 (Year 1)

1) BHRS

BHRS' maximum obligation for services received under this Agreement is THREE MILLION THREE HUNDRED FOURTEEN THOUSAND NINE HUNDRED THIRTY DOLLARS (\$3,314,930).

2) AAS

AAS' maximum obligation for services received under this Agreement is ONE HUNDRED FIFTY-SEVEN THOUSAND DOLLARS (\$157,000).

b. FY 2022-23 (Year 2)

1) BHRS

BHRS' maximum obligation for services received under this Agreement is THREE MILLION THREE HUNDRED FOURTEEN THOUSAND NINE HUNDRED THIRTY DOLLARS (\$3,314,930).

2) AAS

AAS' maximum obligation for services received under this Agreement is ONE HUNDRED FIFTY-SEVEN THOUSAND DOLLARS (\$157,000).

- 3) Rates increases for FY 2022-2023 are contingent upon available funding, and pending program evaluation and division approval.
 - c. FY 2023-24 (Year 3)
 - 1) BHRS

BHRS' maximum obligation for services received under this Agreement is THREE MILLION THREE HUNDRED FOURTEEN THOUSAND NINE HUNDRED THIRTY DOLLARS (\$3,314,930).
 - 2) AAS

AAS' maximum obligation for services received under this Agreement is ONE HUNDRED FIFTY-SEVEN THOUSAND DOLLARS (\$157,000).
 - 3) Rates increases for FY 2023-2024 are contingent upon available funding, and pending program evaluation and division approval.
 3. In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed FIFTEEN MILLION TWO HUNDRED SIXTY-FOUR THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$15,264,450) for FY 2021-24. BHRS' maximum obligation is FOURTEEN MILLION SEVEN HUNDRED NINEY-THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$14,793,450) and AAS' is FOUR HUNDRED SEVENTY-ONE THOUSAND DOLLARS (\$471,000) for FY 2021-24.
- C. 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.
- D. 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.
- E. San Mateo County residents who are eligible for reimbursement from the Veteran's Administration or other private resources are not billable under this Contract.

F. 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 Crestwood 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 Crestwood 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 Crestwood 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 Crestwood Facility" form, as appropriate.

G. 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.

H. 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.

I. 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 each

applicable fiscal year (June 30). 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.

- J. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- K. Modifications to the allocations in Paragraph A of this Exhibit B1 may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- L. The Chief of San Mateo County Health 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.
- M. In the event this Agreement is terminated prior to June 30, 2024, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of San Mateo County Health or designee.
- N. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- O. The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).
- P. At any point during the Agreement term, Contractor shall comply with all reasonable requests by County to provide a report accounting for the Grant Funds distributed by the County to the Contractor to-date.
- Q. Monthly Invoice and Payment
 - 1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.

a. Direct Services/Claims

Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. 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. The electronic services file shall be in the County approved Avatar record format.

b. Indirect Services/Claims

Indirect services (services that are not claimable on the Service Reporting Form or electronically) shall be claimed on the invoice and shall be billed according to the guidelines specified in the contract.

2. Payment by County to Contractor shall be monthly. Claims 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. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to:

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

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

T. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including 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 San Mateo County BHRS.

U. County May Withhold Payment

Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including 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 BHRS Quality Improvement Manager. Contractor shall meet quarterly with County contract monitor, as designated by the BHRS Deputy Director, Adult and Older Adults, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.

V. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

W. 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.

X. 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 A1 of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim.

“Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____ 20____

Signed _____ Title _____

Agency _____ ”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A1 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 specialty mental health services included in the claim, all requirements for Contractor payment authorization for 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.4. of Exhibit A1 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 B1 – PAYMENTS AND RATES ***