

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND DAVIS GUEST HOME, INC**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Davis Guest Home, 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 June 8, 2021 for this residential care facility to provide residential care services to mentally-ill adult clients; and services include bed space, supplemental intensive mental health services, social skills training, and assistance with daily living activities for the term of July 1, 2021 through June 30, 2023, in an amount not to exceed \$675,250.

WHEREAS, the parties wish to amend the Agreement to increase the bed count and bed rates for FY 22-23, increasing the amount of the agreement by \$235,425 to \$910,675, with no change to the agreement term.

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 NINE HUNDRED TEN THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS (\$910,675).

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 June 8, 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

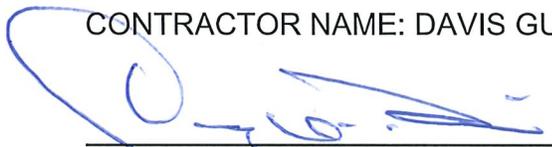
By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CONTRACTOR NAME: DAVIS GUEST HOME



Contractor's Signature

Date: 8/8/22

EXHIBIT A1 – SERVICES
DAVIS GUEST HOME, INC.
FY 2021 – 2023

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. Introduction

In addition to the services required by license, Contractor shall provide under the general supervision of the department, services described below in a manner consistent with the terms and provisions of this Agreement.

1. Operate a licensed residential care home in compliance with the State of California Community Care Licensing standards for County clients referred by County Behavioral Health and Recovery Services for supplemental services. County shall assess and pre-approve clients for supplemental payment. No approvals will be made prior to evaluation of the client by Resource Management.
2. Maintain individual client records in accordance with County and state requirements. Allow County and staff access to the facility, to the extent authorized by law, for client assessment, monitoring, record review, and consultation.
3. Participate in County's Management Information System. Supply needed documentation and information to the Behavioral Health and Recovery Services Program Office in a timely manner.
4. 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

B. Services

Contractor shall provide these services to residents:

1. Cooperate with County BHRS staff in developing client service plans. These plans shall be developed with the client and the Facility Administrator by County treatment staff, consultant to the home and/or the Supplemental Services Coordinator.
2. Maintain staffing and resources necessary to provide close and consistent care and supervision for mentally ill clients who have

difficult behavioral problems. Provide for these clients with individualized creative behavioral interventions that enable the client to continue to live successfully in the community.

3. Participate in meetings and activities that facilitate a client's transition to and from higher levels of care.
4. Assist in teaching clients to use public transportation, understand their medications, and to develop skills such as money management, shopping, and laundry. Assist clients in maintaining adequate personal hygiene.
5. Provide or arrange transportation to facilitate client's participation in planned programs in the community. Assist clients by tracking and reminding them of their scheduled medical and mental health appointments, and if necessary, provide transportation.
6. Work cooperatively with client and clinical staff to provide learning experience and skill training that could lead to future successful living in more independent settings.
7. Encourage and assist clients to attend mental health sponsored community-based programs such as supported education, supported employment, self-help activities and social events.
8. Formulate, plan, and post a calendar of house-sponsored community activities throughout the year.
9. Contractor will hold a resident's bed for a total of ten days for in-patient hospitalizations (Medical and/or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with County approval. Hospital days and passes require payment to Contractor within time frame indicated above, extensions may be secured with written notice to Contractor.
10. Assist clients in maintaining the goals and objectives outlined in their individual County rehabilitation plans.
11. County agrees to adhere to the attached protocol regarding returning as LPS conserved residents from Davis Guest Home to county of origin.
12. Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus County, extraordinary staffing requests, residents requiring special medical attention waivers or

treatments and other enhanced services may be negotiated on an individual basis and pre-approved by the County.

13. Before placement, all residents of Davis Guest Homes must have in place some form of medical insurance or provision for medical care and treatments including payment arrangements
14. County will be responsible to cover SSI/SSA benefits within 30 days of being delinquent and continuing until resident is removed from Davis Guest Home or SSI/SSA benefits are restored.
15. Maintain regular ongoing progress notes pertaining to each client's living skills and their movement towards the goals outlined in their individual service plans. Highlight problem areas in progress notes and notify involved County clinical staff of problem areas.
16. Provide to specific clients' special diets, foods, juices or snacks requested by physicians or regional clinical staff.

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. 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)).
- b. 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

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. Timely Access to Services

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

- a. Contractor shall return phone calls to an authorized client within **one (1) business day**. Contractor shall offer an available initial visit with an authorized client within **five (5) business days of the client's request for an appointment**. The client must be seen within **ten (10) business days** of the request for an appointment.
- b. The County shall monitor Contractor regularly to determine compliance with timely access requirements. (42 C.F.R. § 438.206(c)(1)(v)).
- c. The County shall work with the Contractor to improve timely access and/or take corrective action if there is a failure to

comply with timely access requirements. (42 C.F.R. § 438.206(c)(1)(vi)).

5. 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.

7. 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.

8. 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.

10. 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.

11. Compliance with HIPAA, Confidentiality Laws, and PHI Security

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

otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and

- 3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

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

12. Other Required Training

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

- a. Confidentiality & HIPAA for BHRS Mental Health and AOD: All New Staff HIPAA
- b. Compliance Training for BHRS New Staff
- c. Fraud, Waste, & Abuse Training for BHRS: All New Staff
- d. Critical Incident Management for BHRS
- e. Cultural Humility
- f. Interpreter training (if using interpreter services)

Trainings may be offered through the County's Learning Management System (LMS) located at: https://sanmateocounty.csod.com/LMS/catalog/Welcome.aspx?tab_page_id=-67.

Contractor must register on the LMS site to access the training modules. The link to register for a LMS new account is:

<https://sanmateocounty.csod.com/selfreg/register.aspx?c=bhrscp01>

. Proof of training, such as certificate of completion, may be requested at any time during the term of this Agreement.

13. 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, MediCal, Medicare, or Drug MediCal.

- 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.

14. 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.

15. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 19-08, which can be found online at: <https://www.smchealth.org/sites/main/files/file->

[attachments/19-08_credentialing_re-credentialing_tech_edit_1-9-20_sig_on_file_pdf_web.pdf?1578608441](#). BHRIS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRIS 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, BHRIS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRIS. 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.

16. Compliance Plan and Code of Conduct

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

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

17. 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.

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 Office of Diversity & Equity (ODE) at 650- 573-2714 or ode@smcgov.org.

1. Out of county contractors must attest to compliance with all the pertinent cultural competence requirements in their host County contract. Out of county contractors shall submit the Office of Diversity & Equity (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 ODE (ode@smcgov.org) to plan for appropriate technical assistance.

C. 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.

- D. Contractor shall maintain individual client records in accordance with County and state requirements. Allow County and staff access to the facility, to the extent authorized by law, for client assessment, monitoring, record review, and consultation

- E. County will give Contractor a written two-week notice upon terminating a resident's placement at Contractor's facility. Residents that are moved from Contractor's facility without providing a two-week written notice, or before

the date indicated on the notice, County will be responsible for payment of the term indicated in the termination notice

F. 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. CONSERVATOR STATUS

County agrees that in the event individuals placed with Contractor are no longer conserved by County, Contractor will be notified as to the change of conservator status.

County agrees to continue case management responsibility for any client whose conservatorship terminates while at Contractor's facility. County further agrees to work towards avoiding a non-conserved client leaving Contractor's facility and becoming a Stanislaus County permanent resident. All efforts will be made to relocate to San Mateo County for placement.

Contractor shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, County will provide payment to cover the delinquent and /or amount owed. The clients SSI or SSI/SSA monthly residential board and care rate is currently ONE THOUSAND TWO HUNDRED ELEVEN DOLLARS AND SEVENTY-SEVEN CENTS (\$1,211.77) per month for a client who receives one check and ONE THOUSAND TWO HUNDRED THIRTY ONE DOLLARS AND SEVENTY-SEVEN CENTS (\$1,231.77) for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement.

IV. GOALS AND OBJECTIVES

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

GOAL 1: 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 forty percent (40%) of all discharged clients will be discharged to a less restrictive, more independent level of

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

GOAL 2: To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate.

OBJECTIVE 1: At least sixty percent (60%) of clients will show a decrease in the percentage of hospital days compared to the year prior to their admission,

All data shall be provided to County by Contractor bi-annually on June 1st. and December 1st for all clients.

Community Care Licensing

GOAL 1: To resolve all deficiencies and/or citations received through a licensing review within the time frame set by the California Department of Social Services Community Care Licensing.

OBJECTIVE 1: 100% of deficiencies and/or citations will be resolved within the time frame set by the California Department of Social Services Community Care Licensing.

GOAL 2: Contractor will develop an activity plan which may include, but not be limited to, activities in the following categories: health, nutrition, hygiene, smoking cessation, socialization, etc.

OBJECTIVE 2: Contractor will submit an activity plan to the BHRS Program Manager by July 31, 2021.

*** END OF EXHIBIT A1 ***

EXHIBIT B1 – PAYMENTS AND RATES
DAVIS GUEST HOME, INC.
FY 2021 – 2023

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

I. PAYMENTS

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 pay Contractor in the manner described below:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed NINE HUNDRED TEN THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS (\$910,675).

B. Rates and Method of Payment

FY 2021-2022

1. County shall pay Contractor for up to a maximum of six (6) beds per month.
2. County shall pay Contractor for five (5) beds at the rate of ONE HUNDRED TWENTY-FIVE DOLLARS (\$125) per day, per client.
3. County shall pay Contractor for one (1) bed at the rate of THREE HUNDRED FIFTY HUNDRED DOLLARS (\$350) per day, per client.
4. July 1, 2021 through June 30, 2022, the maximum amount County shall pay Contractor not to exceed THREE HUNDRED THIRTY-SEVEN THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$337,625).

FY 2022-2023

1. County shall pay Contractor for up to a maximum of nine (9) beds per month.
 2. County shall pay Contractor for eight (8) beds at the rate of ONE HUNDRED FORTY DOLLARS (\$140) per day, per client.
 3. County shall pay Contractor for one (1) bed at the rate of THREE HUNDRED FIFTY DOLLARS (\$350) OR FOUR HUNDRED FIFTY DOLLARS (\$450) per day, per client. The rate for this bed will be based on client needs and preapproved by BHRS.
 4. July 1, 2022 through June 30, 2023, the maximum amount County shall pay Contractor not to exceed FIVE HUNDRED SEVENTY-THREE THOUSAND FIFTY DOLLARS (\$573,050).
- C. Residents who are not removed from Davis Guest Home facilities within 30 days of receiving discharge notice (as stipulated in the Admission Agreement) will be assessed a daily rate of THREE HUNDRED FIFTY DOLLARS (\$350) from day 31 until time they are relocated.
- D. 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 absence, as well as the purpose(s) of the absence, are documented.
 3. 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 II, paragraph C(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.

- E. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- F. Modifications to the allocations in Paragraph A of this Exhibit B 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.
- G. 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.
- H. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- I. In the event this Agreement is terminated prior to June 30, 2023, 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.
- J. 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.
- K. 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

- L. 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.

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

O. 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.

R. Claims Certification and Program Integrity

- 1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
- 2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____ 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.
 - 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 V.A. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

*** END OF EXHIBIT B1 ***