

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO
AND THE HEALTHY TEEN PROJECT, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and The Healthy Teen Project, 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 21, 2021, for eating disorder treatment services for the term of July 1, 2021 through June 30, 2022 for an amount not to exceed \$100,000; and

WHEREAS, the parties amended the Agreement on December 17, 2021, increasing the maximum by \$100,000 to an amount not to exceed \$200,000, with no change to the agreement term; and

WHEREAS, the parties wish to amend the Agreement to increase the amount of the agreement by \$500,000 to an amount not to exceed \$700,000, and extend the term of the agreement through June 30, 2023.

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A2," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B2." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed SEVEN HUNDRED THOUSAND DOLLARS (\$700,000).

2. Exhibit A1 is hereby deleted and replaced with Exhibit A2 attached hereto.

3. Exhibit B1 is hereby deleted and replaced with Exhibit B2 attached hereto.
4. All other terms and conditions of the agreement dated June 21, 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

The Healthy Teen Project



Contractor's Signature

Date: 8/31/22

Exhibit A2
The Healthy Teen Project, Inc.
FY 2021-2023

In consideration of the payments set forth in Exhibit B2, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

This contract is needed due to the lack of existing capacity within our system to effectively treat youth with moderate to severe eating disorders at an intensive outpatient level of care. Currently none of Behavioral Health and Recovery Services (BHRS) clinics or programs can effectively address the comprehensive behavioral, dietary and medical needs associated with moderate/severe eating disorders. Treatment for eating disorders, including anorexia, bulimia, and purging disorders that can adequately address various levels of acuity and stages of illness is an important component of a continuum of care for adolescents and young adults.

A. Services

1. Targeted Population

The target population for all services described in this Agreement are adolescents. These youth, in addition to suffering from any other co-morbid mental health conditions that may be present, shall meet criteria for and be diagnosed with an eating disorder, as defined in the DSM-5. Furthermore, with the exception of newly presenting cases which are already at the moderate/severe level, targeted youth shall be those with whom outpatient treatment has been attempted without any progress being achieved.

2. Referral Process

Contractor shall receive authorization for a particular level of care for no more than 3 months at a time. Should additional services be required, Contractor will document status/progress and provide a basis for remaining at the current level of care for up to another 3 months. Once a client has been at any particular level of care for 6 months, the case shall be reviewed by the Contractor's team and the BHRS Youth Case Manager (YCMgr.) assigned to the client at monthly intervals until step down to a lower level of care is achieved. At which time the 3-month progress reporting schedule applies again.

The referral process will take one of the following pathways:

Pathway 1

With respect to clients already in treatment with BHRS but who are not making progress, the assigned BHRS clinician will update the current diagnosis and treatment plan, as appropriate, and consult with the youth's PCP and psychiatrist (or arrange for a psychiatrist to evaluate the client). The BHRS clinician will request endorsement of the referral as medically necessary at this time. Upon receiving those endorsements, the BHRS clinician will then forward the documentation to the Clinical Services Manager (CSM), the Deputy Director of Youth Services and Medical Director for approval to proceed with intake to the Healthy Teen Project (HTP).

Pathway 2

In the situation where a BHRS client, previously in treatment at HTP for an eating disorder, but now is experiencing relapse, the case shall be screened by BHRS Youth Case Management and the CSM. A referral to HTP for intake assessment will be coordinated by BHRS Youth Case Management.

Pathway 3

In a situation where the client is in crisis and is seen at PES, who is medically and/or psychiatrically unstable and cannot benefit from the care of their parent(s), and endorses current symptoms of eating disorder, such as food refusal or bingeing and purging, BHRS Youth Case Management will track initial inpatient stay and compile referral documentation to facilitate referral to HTP for intake assessment immediately upon discharge from inpatient setting.

3. Partial Hospitalization Program (PHP)

Partial Hospitalization shall include, but not be limited to, the following:

- a. Eating disorder-specific nutritional intake assessment
- b. Ongoing weekly assessment
- c. Individualized treatment plan
- d. 1-2 structured meals and 1-2 snacks per day
- e. Close supervision
- f. Registered dietitian counseling
- g. Individualized nutritional guidance for client and family support
- h. Individual therapy
- i. Family based therapy
- j. Structured group therapy
- k. Mealtime support and processing
- l. Twice weekly medical evaluations and daily weights and vital signs

- m. Dialectical Behavior Therapy modalities
- n. Cognitive Behavioral Therapy
- o. Acceptance and Commitment Therapy
- p. Expressive therapies including yoga, art and music
- q. Exposure therapy (restaurant outings, challenge foods)
- r. Psycho-education groups including body image, self-esteem and assertiveness
- s. Coordination of care with outside treatment providers
- t. Detailed discharge planning for relapse prevention
- u. Post program support (recovery alumni group)
- v. Other related activities as needed

4. Intensive Outpatient Program (IOP)

The Intensive Outpatient services shall include, but not be limited to, the following:

- a. Step-down care from the PHP
- b. Individualized assessments and treatment plans
- c. 1 structured meal and 1 snack per day
- d. Individual therapy
- e. Structured group therapy
- f. Registered dietitian counseling
- g. Family based therapy
- h. Mealtime support and processing
- i. Once a week medical evaluation
- j. Dialectical Behavior Therapy modalities
- k. Cognitive Behavioral Therapy
- l. Acceptance and Commitment Therapy
- m. Expressive therapies including yoga, art and music
- n. Exposure therapy (restaurant outings, challenge foods)
- o. Psycho-education groups including body image, self-esteem and assertiveness
- p. Coordination of care with outside treatment providers
- q. Detailed and thorough discharge planning for relapse prevention
- r. Post program support (recovery alumni group)

5. Initial Assessment

Contractor will complete an initial assessment within five (5) business days of client's admission to the program. The initial assessment may include, but not be limited to: a medical assessment, family history, eating disorder behaviors, co-morbid mental illness, and motivation to recovery from the eating disorder. The treatment plan will be tailored to fit the client's diagnosis and treatment needs. The treatment plan will include measurable and time bound goals, objectives, and an intervention plan. The treatment

plan will be completed within seven (7) days of admission to the program and submitted via fax to:

Steve Munson, Youth Case Management at 650-349-0476.

The treatment plan will be reviewed and assigned to a BHRS case manager. Contractor will collaborate with the BHRS case manager regarding treatment for clients.

6. Weekly medical and psychiatric appointments

While clients are receiving PHP and IOP services the contractor will provide a weekly medical and psychiatric (if medications are involved) appointment. The appointments are necessary to help the contractor have quick access to notes/labs vs. getting them from the clients' providers which can be a difficult process. The appointments will be planned from the outset and scheduled alongside program hours to make things easier for clients and their families.

7. Treatment

Contractor will follow weekly treatment schedules which include individual and family therapy sessions, psychiatric and medical consultations (which will include access to labs, frequent monitoring of vitals and medication compliance), individual nutrition sessions, daily to weekly weigh-ins, monitoring of caloric intake, and therapeutic groups.

8. Culturally Competent Services

Contractor will provide culturally competent and linguistically appropriate services to meet the needs of the target population. Specifically, Contractor will provide services in the primary language used by clients and their families.

9. Coordination of Care

Contractor shall develop a plan of coordination with the assigned BHRS case manager that will include at a minimum:

- a. Mode of communication and frequency
- b. Submission of monthly progress reports
- c. Step down and/or Discharge planning
- d. Timely notification of unplanned medical or mental health interventions

Contractor will take all reasonable measures to inform BHRS of any unplanned medical procedure or mental health intervention and in the timeliest manner. Whenever possible, such unplanned procedures/interventions will be provided by the BHRS or the Health Plan of San Mateo. In such situations, BHRS will provide medication support, facilitate medical hospitalization, and psychological evaluation.

In the event of any unplanned medical emergency or mental health intervention, Contractor will contact BHRS Youth Case Management:

BHRS Youth Case Management

Tim Horgan, Clinician 650-573-3970, or
Steve Munson, Supervisor 650-573-2993

10. Discharge Planning

It is the expectation of BHRS that discharge planning will be a coordinated effort between the Contractor and BHRS. All client discharges to a lower level of care, both within the HTP program or to a BHRS outpatient provider, will be “planned discharges.” Discharge planning occurs from the moment a client is admitted into treatment and readiness for discharge will at least be ruled out on a quarterly basis, when client progress and application for service re-authorization is reviewed.

Upon determination by the Contractor that the client is ready for discharge within thirty (30) days, a case conference shall be held and will include the provider team, the family, and BHRS Youth Case Management to discuss transfer of the case to a lower level of care. The Contractor is responsible to draft the discharge summary and treatment recommendations and provide this clinical documentation to the BHRS outpatient provider no later than the date of transfer of the case.

Prior to discharge from HTP, BHRS Youth Case Management shall provide HTP with the date of the first outpatient appointment the name of the accepting clinician and their contact information. HTP will send the clinical information to the accepting clinician by the date of transfer of the case. HTP shall provide verbal or email consultation to the accepting clinician for a period of up to thirty (30) days post-discharge.

11. Staffing

Services will be performed by staff that are experienced and/or certified in treating severe eating disorders. Clinical services shall be provided by licensed or waived clinical professionals.

Contractor shall be solely responsible for maintaining the credentials of their staff, in accordance with the stipulations in this agreement and notify BHRS as soon as is reasonably possible if they become aware of a credentialing problem with a particular staff member.

12. Performance Standards

Contractor will provide services in an efficient and timely manner to improve client’s physical and mental health condition and to avoid hospitalization and further medical conditions needing a higher level of care.

GOAL 1: Participation in treatment at HTP shall significantly reduce the incidence of both medical and psychiatric re-hospitalization of the clients referred.

OBJECTIVE 1: 50% of clients participating in the PHP shall require no hospitalizations and no more than one PES visit while under that level of care.

OBJECTIVE 2: 50% of clients participating in the IOP program shall require no more than one hospitalization and no more than two PES visits while under that level of care.

OBJECTIVE 3: 50% of clients who have successfully completed the program shall be able to be maintained at an outpatient level of care and not be re-hospitalized for an eating disorder related condition during the first 12 months after discharge.

GOAL 2: Clients who have successfully completed the program will demonstrate improved behavior and weight management skills.

OBJECTIVE 1: 50% of clients who have successfully completed the program shall maintain weight gain for eight (8) weeks following discharge.

B. 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. 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.

3. 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 Documentation Manual located online at: <https://www.smchealth.org/sites/main/files/file-attachments/bhrsdocmanual.pdf>

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

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

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

4. 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.

5. 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.

6. 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.

7. 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>.

8. 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.

9. Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, and ongoing, (at the clinician's license or registration renewal time) the credentials of its clinical staff at <https://www.breeze.ca.gov/datamart/loginCADCA.do>. Contractor will obtain a waiver when needed from BHRS Quality Management. All clinical personnel must comply with HIPAA regulations to obtain a National Provider Identifier (NPI) number. Contractor is required to track expiration dates and verify all licenses and credentials are current and in good standing at all times. Contractor is required to keep proof of verification of credentials for each staff person. 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 plan to correct to address the matter.

10. 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>.

11. 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.

12. 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 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.

*** END OF EXHIBIT A2 ***

Exhibit B2
The Healthy Teen Project, Inc.
FY 2021-2023

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:

I. PAYMENTS

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 SEVEN HUNDRED THOUSAND DOLLARS (\$700,000).

B. Rates and Method of Payment

1. FY 2021-2022

- a. Partial Hospitalization Program – ONE THOUSAND ONE HUNDRED FIFTY (\$1,150) per day minus any co-payment or share of cost received from client
- b. Intensive Outpatient Program – SEVEN HUNDRED FIFTY (\$750) per day minus any co-payment or share of cost received from client
- c. Weekly medical and psychiatric appointments – TWO HUNDRED FIFTY (\$250) per appointment

2. FY 2022-2023

- a. Partial Hospitalization Program – ONE THOUSAND TWO HUNDRED (\$1,200) per day minus any co-payment or share of cost received from client
- b. Intensive Outpatient Program – SEVEN HUNDRED FIFTY (\$750) per day minus any co-payment or share of cost received from client

- c. Weekly medical and psychiatric appointments – THREE HUNDRED (\$300) per appointment
- 3. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- C. Modifications to the allocations in Paragraph A of this Exhibit B2 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.
- D. 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
Attn: Contract Unit
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403

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

J. 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 A2 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 A2 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.2 of Exhibit A2 relative to medical records, Contractor agrees to keep for a minimum period of three (3) 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 B2 ***