

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND GLENN KULM**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Glenn Kulm, 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 May 17, 2018, to provide consultation on Medi-Cal financing and other BHRS administrative activities, in the amount of \$100,000, for the term July 1, 2018 through June 30, 2019; and

WHEREAS, the parties wish to amend the Agreement to provide additional consultation services, increasing the contract maximum by \$300,000 to \$400,000, extending the term of the agreement through June 30, 2020.

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 FOUR HUNDRED THOUSAND DOLLARS (\$400,000).

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. Paragraph 4. Term is hereby amended to read as follows:

shall be from July 1, 2018 through June 30, 2020.

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

GLENN KULM



Contractor's Signature

Date: 3/7/19

Exhibit A-1

In consideration of the payments set forth in Exhibit B-1, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Introduction

Contract will provide consultation on Medi-Cal financing and other BHRS administrative activities, including San Mateo County fiscal procedures and occasional ad hoc consulting related to California Medicaid. This work will reduce Behavioral Health and Recovery Services (BHRS) audit risk thus minimizing recoupments by the California Department of Health Care Services; streamline fiscal close increasing efficiencies of department; and allow for consolation on specific items as needed.

B. Description of Services

In consideration of the payments set forth in Section II, Amount and Method of Payment, Contractor shall provide the following services:

1. Provide assistance with completion of BHRS cost reports through FY 2016-2017.
2. Provide analysis and recommendations on any provider's request for additional funds.
3. Review of BHRS cost reporting process and documentation.
Services to include but not limited to:
 - a. Review of cost report "process map"
 - b. Review of cost report current state documentation, to include written assessment that documentation includes all current steps.
 - c. Work with BHRS staff to create a process map for the ideal cost report process.
 - d. Provide strategic recommendations for maximizing allowable revenue while improving the cost reporting process to reduce audit risk.
 - e. Provide in-depth review of final cost report instruction manual including but not limited to recommendations for changes to said manual.

4. Review and provide written recommendation for changes to existing provider cost reports to ensure BHRS is using the most effective format to capture correct data from providers.
5. Provide consultation on Drug Medicaid Organized Delivery System financing and cost reporting.
6. Provide written policies/procedures to create a formal cost settlement process with providers.
7. Other tasks and duties as requested.

II. ADMINISTRATIVE REQUIREMENTS

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

Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI, that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty – four (24) hours.

Contractor will develop and maintain written information Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:

1. Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
2. Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as

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

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

Confidentiality Training:

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

B. Compliance Plan and Code of Conduct

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

III. GOALS AND OBJECTIVES

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

Goal 1: Provide timely consultation services to BHRS.

Objective 1: 100% of reports, will be produced by the deadlines agreed upon.

Goal 2: Provide written audit assessment and recommendations by June 30, 2020.

*** END OF EXHIBIT A-1 ***

Exhibit B-1

In consideration of the services provided by Contractor described in Exhibit A-1 and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

A. Rates and Method of Payment

1. 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 FOUR HUNDRED THOUSAND DOLLARS (\$400,000)

2. Rates

For the term of July 1, 2018 through June 30, 2020, Contractor shall be paid at the rates:

a. Phone or Off-site work

Contractor shall be paid at the rate of TWO HUNDRED DOLLARS (\$200) per hour for phone consultation or off-site work. Invoices must be for full hour worked, with a minimum of one (1) hour.

b. On-site work

Contractor shall be paid at the rate of TWO THOUSAND DOLLARS (\$2,000) per day for on-site consultation travel included.

c. Contractor shall be paid at the following rates for sub-contracted fiscal analyst staff:

- i. Senior Fiscal Analyst \$130 per hour.
- ii. Fiscal Analyst \$100 per hour.

d. Contractor shall not to exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000) for the term of the Agreement.

B. Monthly Invoice and Payment

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 services delivered for which claim/invoice is made.

Payment by County to Contractor shall be monthly. Invoices that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment.

Invoices are to be sent to:

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

C. County Revenue Sources

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 obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.

D. Early Termination

In the event this Agreement is terminated prior to June 30, 2020, the Contractor shall be paid for services provided up to the date of termination pursuant to this Agreement.

E. Inadequate Performance

Should the County or Contractor find that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

F. Invoice Certification

Anytime Contractor submits an invoice to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the invoice is true and accurate by stating the invoice is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____, 201__

Signed _____ Title _____

Agency _____"

*** END OF EXHIBIT B-1 ***