

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

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2019, 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 March 20, 2018, for comprehensive treatment for clients diagnosed with eating disorders; and

WHEREAS, the parties wish to amend the Agreement extend the term of the agreement through June 30, 2020 and to increase the maximum amount by \$200,000 for a total amount not to exceed \$300,000.

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 in this Agreement and in Exhibit A-1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B-1. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Section 4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 1, 2018 through June 30, 2020.

3. Exhibit A is hereby deleted and replaced with Exhibit A-1 attached hereto.
4. Exhibit B is hereby deleted and replaced with Exhibit B-1 attached hereto.
5. All other terms and conditions of the agreement dated March 20, 2018, 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: Tom Brehme

Clerk of Said Board

The Healthy Teen Project, Inc.



Contractor's Signature

Date: 5.21.19

Exhibit A-1
Healthy Teen Project
FY 2017-2020

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

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 that 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. 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.

7. 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.

8. 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 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

9. 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 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 for drafting the discharge summary and treatment recommendations and will 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 30 days post-discharge.

10. 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.

11. 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.

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.

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 document all services in accordance with professional standards and the standards of the eating disorder program industry.

4. Audits

Behavioral Health and Recovery Services may conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon request. Contractor is required to provide all necessary documentation for external audits and reviews as requested and 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. Patient's Rights

Contractor will comply with County policies and procedures relating to 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. 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 records of annual confidentiality training by all staff serving or accessing protected health information of BHRS clients and in accordance to their host county requirements. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

7. 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.

8. 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>.

9. 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.

10. 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 BHRIS 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. 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 plan to correct to address the matter.

11. 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 650-573-2714 or 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. 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.

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

Exhibit B-1
Healthy Teen Project
FY 2017-2020

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 THREE HUNDRED THOUSAND DOLLARS (\$300,000) for the three fiscal years 2017-2020. The maximum amount for each fiscal year is as follows:

FY 2017-2019	\$100,000
<u>FY 2019-2020</u>	<u>\$200,000</u>
Total	\$300,000

B. Rates and Method of Payment

1. Partial Hospitalization Program - \$1,050 per day minus any co-payment or share of cost received from client
2. Intensive Outpatient Program - \$700 per day minus any co-payment or share of cost received from client

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 B-1 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. 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.

- E. 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.
- F. In the event this Agreement is terminated prior to June 30, 2020, 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 the Health System or designee.
- G. 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.

H. 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 (if applicable)

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

- I. 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 the Health System or designee.
- J. 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.
- K. **County May Withhold Payment**
Contractor shall maintain all pertinent documentation required for audit purposes. Documentation will demonstrate that clients were present in the program for a minimum of 50% of the program day. Contractor shall meet quarterly with County contract monitor, as designated by the BHRS, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. County may withhold payment when pertinent documentation is not provided at the time Contractor submits an invoice for payment.
- L. **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.

M. Election of Third Party Billing Process

Contractor shall select an option for participating in serial billing of third-party payors for services provided through this Agreement through the completion of Attachment C – Election of Third Party Billing Process. The completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for this Agreement.

1. Option One

- a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.
- b. Contractor shall provide a copy of each completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this Agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

2. Option Two

- a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be

deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B-1. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement through the Cost Report reconciliation.

- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

N. 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.

O. 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 _____”

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