

**AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
7TH AVENUE CENTER, LLC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and 7TH AVENUE CENTER, LLC., 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 April 25, 2017 for locked psychiatric care services, for the term July 1, 2017 through June 30, 2020, in the amount of \$5,480,000; and

WHEREAS, the parties wish to amend the Agreement to add two dedicated beds, increasing the maximum amount of the agreement by \$101,896 to a new maximum of \$5,581,896, with no change to the term of the agreement.

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 FIVE MILLION FIVE HUNDRED EIGHTY-ONE THOUSAND EIGHT HUNDRED NINETY-SIX DOLLARS (\$5,581,896).

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 April 25, 2017, between the County and Contractor shall remain in full force and effect.

*** SIGNATURE PAGE TO FOLLOW ***

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

7TH AVENUE CENTER, LLC



Contractor's Signature

Date: 03/05/2020

EXHIBIT A SERVICES
7TH AVENUE CENTER, LLC
2017-2020 A1

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

I. MENTAL HEALTH PROGRAM SERVICES

For the term of this Agreement as herein specified, Contractor shall provide to the County Behavioral Health and Recovery Services Division (BHRS) up to twenty (20) beds for San Mateo County clients who are seriously and persistently mentally ill and in need of mental health rehabilitation, treatment and long term care.

A. Admissions

All admissions are subject to prior authorization by the County. The admission of all persons receiving services under this Agreement must receive the approval of the Deputy Director of BHRS or designee. A signed "Authorization for Admission to IMD/State Hospital Placement" form shall indicate such approval.

B. Patient Eligibility

Contractor shall admit clients with a DSM-IV diagnosis. Individuals in need of twenty-four (24) hour skilled nursing services, clients who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered acceptable for admission. Contractor may grant individual exceptions to these admission criteria. It is agreed by County and Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from dementia, developmental disability, mental retardation, or physical illness (without a psychiatric component), shall not be considered for admission.

C. MHRC Service Levels

1. Basic Services

Contractor shall provide basic service level that fully complies with Title 22 of the California Code of Regulations, Section 72445, or Title 9 of the California Code of Regulations, which includes life skills training, money management, training on accessing community services, transitional programs, and discharge planning with County staff. Basic services shall also include reasonable access to medical treatment and up-to-date psychopharmacology including Clozapine, reasonable transportation to needed off-site services, and bilingual/bicultural programming.

2. Enhanced Services

Contractor shall provide enhanced services such as experienced clinical and rehabilitative staff such as, but not limited to, psychiatric technicians, vocational and rehabilitative counselors and recreational therapists. Programs shall target enhanced services delivery for those clients whose mental health symptoms become so severe that they are at high risk of being discharged from the facility.

D. Patient Discharge Planning and Placement

Contractor shall keep a County-designated person fully informed of discharge plans and shall collaborate in pre-discharge program planning. County shall designate a facility liaison who shall be responsible for arranging community support necessary for patient discharge.

E. Reporting

1. Upon request Contractor shall provide information on medications prescribed and administered to clients placed under this Agreement.

2. Contractor will provide to the Chief of the Health System or designee a photocopy of each unusual occurrence report filed with the State Department of Health Care Services, as defined in Section 72541 of Division 5, Title 22, California Code of Regulations.

3. County shall have reasonable access to all areas of the facility during business hours and to such data as will allow for the meaningful evaluation and monitoring of quality of care.

4. Contractor shall provide a quarterly report on restraint/seclusion use on clients placed under this Agreement.

II. ADMINISTRATIVE REQUIREMENTS

A. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than five percent (5%), and 3) first appointment will be within fourteen (14) days of referral or request of service. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

2. Referring Individuals to Psychiatrist

Contractor will have written procedures for referring individuals to a psychiatrist or physician when necessary, if a psychiatrist is not available.

3. Medication Support Services

For Contractors that provide or store medications: Contractor will store and dispense medications in compliance with all pertinent state and federal standards. Policies and procedures must be in place for dispensing, administering and storing medications consistent with BHRS Policy 99-03, Medication Room Management and BHRS Policy 04-08 Medication Monitoring located at www.smchealth.org/bhrs-documents. In particular:

- a. Medications are logged in, verified, counted and added to inventory sheets.
- b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
- c. Medications intended for external use only are store 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).

B. 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.

C. 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 BHRM 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 BHRM Mental Health & AOD Documentation Manual located online at: <https://www.smchealth.org/sites/main/files/file-attachments/bhrdocmanual.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 BHRM Managed Care Provider Manual and will utilize documentation forms located at <http://www.smchealth.org/bhrs/contracts>.

D. 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 BHRM 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.

E. Clients Rights and Satisfaction Surveys

1. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.

2. 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.

3. Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

F. Beneficiary Brochure and Provider Lists

Contractor must provide Medi-Cal beneficiaries new to BHRS with a beneficiary brochure at the time of their first mental health service from the Contractor. Contractors are required to be aware of and make available to BHRS Medi-Cal clients all mandatory postings listed at this website <http://www.smchealth.org/bhrs/providers/mandpost>

G. 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

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

1. 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 appropriat

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.

2. 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.
3. 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:
 - a. 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;
 - b. 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
 - c. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

4. 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>.

I. Site Certification

1. 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.
2. Contractor is required to inform BHRS Quality management, in advance, of the following major changes:
 - a. Major leadership or staffing changes.

- b. Major organizational and/or corporate structure changes (example: conversion to non-profit status).
- c. 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.
- d. Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
- e. Change of ownership or location.
- f. Complaints regarding the provider.

J. 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.

K. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 04-01, which can be found online at:

<http://www.smchealth.org/bhrs-policies/compliance-policy-funded-services-provided-contracted-organizational-providers-04-01>. BHRM Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRM 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.

1. Credentialing Check – Initial

During the initial contract process, BHRM will send a packet of contract documents that are to be completed by the Contractor and returned to BHRM. Attachment A – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment F and return it along with all other contract forms.

2. Credentialing Check – Monthly

Contractor will complete Attachment A – Agency/Group Credentialing Information each month and submit the completed form to BHRM Quality Management via email at: HS_BHRM_QM@smcgov.org or via a secure electronic format.

L. 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

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.

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.

M. 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>.

O. 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.

P. 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.

Q. 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.

III. GOALS AND OBJECTIVES

Goal 1: To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate.

Objective 1: No more than ten percent (10%) of all admissions will be discharged to an acute psychiatric level of care.

Data will be provided by Contractor to County bi-annually, June 1 and December 1.

Objective 2: At least seventy percent (70%) of clients will show a decrease in the percentage of hospital days compared to the year prior to their admission.

Data will be provided by Contractor to County bi-annually, June 1 and December 1.

Goal 2: 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 sixty percent (60%) of all discharged clients will be discharged to a less restrictive, more independent level of care, which shall include all community-based supported housing.

Data will be provided by Contractor to County bi-annually, June 1 and December 1.

EXHIBIT B1 PAYMENTS AND RATES
7TH AVENUE CENTER, LLC
2017-2020

I. PAYMENTS

In full consideration of the services provided by Contractor pursuant to this Agreement, and subject to Paragraph 3 ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all such payments shall be subject to the conditions contained in this Agreement.

A. Maximum Obligation

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of FIVE MILLION FIVE HUNDRED EIGHTY-ONE THOUSAND EIGHT HUNDRED NINETY-SIX DOLLARS (\$5,581,896) for services provided under Exhibit A, of this Agreement for the term July 1, 2017 through June 30, 2020.

B. Payment Terms

1. MHRC Program Services

a. FY 2017-2018

- i. Subject to adjustment by the State Department of Health Care Services, for the period July 1, 2017, through June 30, 2018, Contractor shall be paid at the negotiated rate of: TWO HUNDRED EIGHTEEN DOLLARS AND TWO CENTS (\$218.02) per bed per day for MHRC Services.
- ii. Rates for Enhanced Services as described in paragraph I.C. of Exhibit A shall be an additional THIRTY-FIVE DOLLARS to TWO HUNDRED AND FIFTY DOLLARS (\$35 to \$250) per client per day over and above the basic daily rate of TWO HUNDRED EIGHTEEN DOLLARS AND TWO CENTS (\$218.02). Enhanced Services must be authorized by County in advance. Should a client require one-on-one supervision for longer than twenty-four (24) hours while awaiting return to his/her home community, there will be an additional charge of TWO HUNDRED FIFTY DOLLARS (\$250) per day.

- iii. Rates for Bed Hold, Contractor shall be paid at the negotiated rate of: TWO HUNDRED TWELVE DOLLARS AND TWO CENTS (\$212.02) per bed per day.
- iv. Maximum amount for the FY 2017-2018, County shall pay is ONE MILLION EIGHT HUNDRED TWENTY- FIVE THOUSAND DOLLARS (\$1,825,000).

b. FY 2018-2019

- i. Subject to adjustment by the State Department of Health Care Services, for the period July 1, 2018, through June 30, 2019, Contractor shall be paid at the negotiated rate of: TWO HUNDRED TWENTY-FIVE DOLLARS AND SIXTY-FIVE CENTS (\$225.65) per bed per day for MHRC Services.
- ii. Rates for Enhanced Services as described in paragraph I.C. of Exhibit A shall be an additional THIRTY-FIVE DOLLARS to TWO HUNDRED AND FIFTY DOLLARS (\$35 to \$250) per client per day over and above the basic daily rate of TWO HUNDRED TWENTY FIVE DOLLARS AND SIXTY-FIVE CENTS (\$225.65). Enhanced Services must be authorized by County in advance. Should a client require one-on-one supervision for longer than twenty-four (24) hours while awaiting return to his/her home community, there will be an additional charge of TWO HUNDRED FIFTY DOLLARS (\$250) per day.
- iii. Rates for Bed Hold, Contractor shall be paid at the negotiated rate of: TWO HUNDRED NINETEEN DOLLARS AND SIXTY-FIVE CENTS (\$219.65) per bed per day.
- iv. Maximum amount for the FY 2018-2019, County shall pay is ONE MILLION EIGHT HUNDRED TWENTY- FIVE THOUSAND DOLLARS (\$1,825,000).

c. FY 2019-2020

- i. Subject to adjustment by the State Department of Health Care Services, for the period July 1, 2019, through June 30, 2020, Contractor shall be paid at the negotiated rate of: TWO HUNDRED THIRTY-THREE DOLLARS AND FIFTY-FIVE CENTS (\$233.55) per bed per day for

MHRC Services.

- ii. Rates for Enhanced Services as described in paragraph I.C. of Exhibit A shall be an additional THIRTY-FIVE DOLLARS to TWO HUNDRED AND FIFTY DOLLARS (\$35 to \$250) per client per day over and above the basic daily rate of TWO HUNDRED THIRTY-THREE DOLLARS AND FIFTY-FIVE CENTS (\$233.55). Enhanced Services must be authorized by County in advance. Should a client require one-on-one supervision for longer than twenty-four (24) hours while waiting return to his/her home community, there will be an additional charge of TWO HUNDRED FIFTY DOLLARS (\$250) per bed per day.
 - iii. Rates for Bed Hold, Contractor shall be paid at the negotiated rate of: TWO HUNDRED TWENTY-SEVEN DOLLARS AND FIFTY-FIVE CENTS (\$227.55) per bed per day.
 - iv. Rates for two (2) Dedicated Beds, Contractor shall be paid at the negotiated rate of: TWO HUNDRED SEVENTY-ONE DOLLARS (\$271) per bed per day.
 - v. Maximum amount for the FY 2019-2020, County shall pay is ONE MILLION NINE HUNDRED THIRTY-ONE THOUSAND EIGHT HUNDRED NINETY-SIX DOLLARS (\$1,931,896).
- d. Under the terms of Title 22, Division 5, Section 72520, California Code of Regulations, Contractor shall be reimbursed for bed-hold days. The bed-hold rate shall be equal to the negotiated rate minus Department of Health Care Services food cost rate. Bed-hold shall be authorized by County in advance. Initial authorization will not exceed 7 days.
- e. County shall be responsible for billing and collecting Share of Cost (SOC) and Supplemental Security Income (SSI) revenue, and any such collections shall be retained by County to offset the cost of providing these services. Contractor shall facilitate such collections and remit any revenue received to County.
2. San Mateo County clients who are eligible for reimbursement from the Veteran's Administration or other private resources are not billable under this contract.

3. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County.

C. Reporting

1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include a summary of services and changes for the month of service. All claims shall clearly reflect patient names, number of patient days, and daily negotiated rate. Non-billable clients referenced in this Exhibit B must be included in the monthly claim with a daily rate of ZERO DOLLARS (\$0) and the source of reimbursement indicated. In addition contractor shall provide back-up to the invoice. Such back-up shall be in the form of:
 - a. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or
 - b. County approved form(s) which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided (Ex: enhanced rate, one-to-one supervision, etc.), and duration of service (hour/minute format).
2. All residential care facilities including IMD's and MHRC's shall provide County a weekly census using a County-provide standardized form. This form shall be completed and sent via the County's secure email system to BHRMIS-Census@smcgov.org or faxed to (650) 573-2110 (Attention MIS/Billing) on each Monday following the end of the report week. If you opt to use secure email, MIS/Billing at (650) 573-2502 to initiate that use.

The weekly census will not replace but will be in addition to the monthly invoice that is required in paragraph C.1 above.

3. 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.

D. The Chief of the Health System 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. Medi-Cal Amendment

Contractor and County agree to amend this Agreement to include new requirements for this contract term pertaining to reimbursement for services provided, clinical documentation requirements, the contractor's quality assurance processes and procedures, and procedures for the disallowance of services when payment has already been made to the Contractor. Those new provisions have not been finalized in time to be included in this original Agreement, and will be added through an Amendment to this Agreement during FY 2019-2020. Changes made through the Amendment will be made in order to be in compliance with State and federal requirements for the provision of Medi-Cal funded services, and will include any additional related provisions as deemed necessary by the County.

F. 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, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

G. 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.

H. County anticipates the receipt of revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should planned or actual revenues be less than the amounts anticipated at the time of the signing of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Director of Health or designee.

I. In the event this Agreement is terminated prior to June 30, 2020, the Contractor shall be paid for services already provided pursuant to this Agreement.

J. Claims Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under Schedule 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 the above 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 _____”