

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND ACHIEVEKIDS**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ACHIEVEKIDS, 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 for professional services on September 25, 2007, for a maximum obligation of \$159,200; and

WHEREAS, the parties wish to amend the Agreement to increase the Agreement by \$305,670 to a new maximum of \$464,870 and to extend the term of the Agreement to June 30, 2009.

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

1. Paragraph **3. Payments** is hereby deleted and replace with the following:

**3. Payments**

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 SIXTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY DOLLARS (\$464,870).

2. Paragraph **4. Term and Termination** is hereby deleted and replace with the following:

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2007 through June 30, 2009.

This Agreement may be terminated by Contractor, the Director of Health or designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps,

photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

3. The original Exhibit A is hereby deleted and replaced with Exhibit A attached hereto.
4. The original Exhibit B is hereby deleted and replaced with Exhibit B attached hereto.
5. All other terms and conditions of the Agreement dated September 25, 2007 between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Adrienne Tissier, President  
Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

ACHIEVEKIDS

\_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

ACHIEVEKIDS  
2007-09  
Exhibit "A"

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

I. Description of Services to be Performed by Contractor

In full consideration of the payments herein provided for, Contractor shall provide Medication Support Services, Crisis Intervention, Case Management, and Mental Health Services (collectively referred to herein as "Services") authorized by the San Mateo County Division of Behavioral Health and Recovery Services (BHRS), and as meet medical necessity. These services shall be provided in manner prescribed by the laws of California and in accord with the applicable laws, titles, rules, and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement. These services are provided to a distinct group of seriously emotionally disturbed children and adolescents and occur in a therapeutic, organized and structured setting. The San Mateo County BHRS Documentation Manual ("County Documentation Manual") is included herein by reference. To the extent that there is inconsistency between a provision in the County Documentation Manual and this Agreement, the provisions in the County Documentation Manual shall prevail.

A. Medication Support Services

1. Contractor shall provide Medication Support Services by a licensed psychiatrist for each client pre-authorized for Medication Support Services by the County Deputy Director of Youth Services or designee and to the extent medically necessary.
2. Medication Support Services include
  - a. Prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness;
  - b. Evaluation of the need for medication, prescribing and/or dispensing;
  - c. Evaluation of clinical effectiveness and side effects of medication;
  - d. Obtaining informed consent for medication(s); and

- e. Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons).
3. The monthly invoice for Medication Support Services must be supported by clinical documentation to be considered for payment. Medication Support Services are reimbursed by minutes of service.
4. Medication Support Services are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

B. Mental Health Services

1. Contractor shall provide Mental Health Services for each client pre-authorized for Mental Health Services by the County Deputy Director of Youth Services or designee, and to the extent medically necessary.
2. The monthly invoice for Mental Health Services must be supported by clinical documentation to be considered for payment. Mental Health Services are reimbursed by minutes of service.
3. Mental Health Services include:
  - a. Individual Therapy: Individual Therapy are those therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments.
  - b. Group Therapy: Group Therapy are those therapeutic interventions for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include group family therapy when families of two or more clients are present and the client is not present.

- c. Collateral Services: Collateral Services consists of contact with one or more family members and/or significant support persons (when the client is not present) which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s).
- d. Family Therapy: Family Therapy consists of contact with the client and one or more family members and/or significant support persons. Services shall focus on the care and management of the client's mental health conditions within the family system.
- e. Rehabilitation Services: Rehabilitative Services may include any or all of the following:
  - i. Assistance in restoring or maintaining a client's functional skills, daily living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication education and compliance, and skills in resource utilization.
  - ii. Training needed to achieve the client's desired results and personal milestones.
- f. Plan Development: Plan Development may consist of the following:
  - i. When staff develop Client Plans (as such term is described in Paragraph I.G. of this Exhibit A), approve Client Plans, and/or monitor a client's progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or program goals, with a client or family member and/or significant support persons to obtain signatures on the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered clinician.
  - ii. When staff meet to discuss the client's clinical response to the Client Plan or to consider alternative interventions.

- iii. When staff communicate with other professionals to elicit and evaluate their impressions (e.g. probation officer, teachers, social workers) of the client's clinical progress toward achieving their Client Plan goals, their response to interventions, or improving or maintaining client's functioning.
- g. Assessment: Assessment consists solely of the annual assessment required by County to reassess a client for eligibility for mental health treatment.

## C. Case Management

Case Management Services are activities that are provided by Contractor's staff to access medical, educational, social, prevocational, vocational, rehabilitative, or other needed services for eligible clients. Services may include the following:

1. Linkage and Coordination - the identification and pursuit of resources including, but not limited to, the following:
  - a. Inter- and intra-agency communication, coordination, and referral, including reports to CPS.
  - b. Monitoring service delivery to ensure an individual's access to service and the service delivery system
  - c. Linkage, brokerage services focused on transportation, housing, or finances
2. Placement Services-Supportive assistance to the individual in the assessment, determination of need, and securing of adequate and appropriate living arrangements including, but not limited to, the following:
  - a. Locating and securing an appropriate living environment
  - b. Locating and securing funding
  - c. Pre-placement visit(s)
  - d. Negotiation of housing or placement contracts
  - e. Placement and placement follow-up
  - f. Accessing services necessary to secure placement

D. Crisis Intervention

1. Crisis Intervention is a service, lasting less than twenty-four (24) hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit.
2. Contractor shall provide Crisis Intervention if medically necessary.
3. Crisis Intervention is reimbursed by minutes of service. To be considered for payment Crisis Intervention must be retroactively authorized by the Deputy Director of BHRS or designee.
4. All clinical documentation must accompany the monthly invoice.

E. Staff Training

Contractor shall provide the following trainings:

1. Essential Learning
2. Cultural Competency Summit
3. DMH "Evidence Based Practice"

F. Authorization Requests

The Deputy Director or designee will authorize all payment. Authorization will be based at a minimum on medical and service necessity criteria in State Medi-Cal guidelines and regulations. In order to be reimbursed Contractor must meet the following authorization requirements:

1. Contractor must submit clinical documentation that establishes the need for the service prior to enrolling a client into the Non-Public School Intensive Mental Health Services program.
2. Contractor must request authorization for the continuation of services at least every twelve (12) months or more frequently, if requested by County.
3. Authorization requests, in the form of a Client Plan as defined in (Paragraph I.G. of this Exhibit A), must specify the number of sessions per month services will be provided.

G. Authorization Decisions

Authorization decisions and timelines will conform to Chapter 26.5 guidelines.

H. Documentation

Each youth will have an individualized client treatment plan (“Client Plan”) developed by a licensed, waived or registered staff member.

1. Client Plans will:

- a. Be provided to the Deputy Director or designee within thirty (30) days of being admitted for Services;
- b. Be updated at least annually and are due to the Deputy Director or designee during the calendar month prior to the anniversary date or on the anniversary date of the client’s entry into the County system;
- c. Have specific observable and/or specific quantifiable goals;
- d. Identify the proposed type(s) of intervention;
- e. Have a proposed duration of intervention(s); and
- f. Be signed (or electronic equivalent) by:
  - i) The person providing the Service(s), or
  - ii) A person representing a team or program providing Services, or
  - iii) When the Client Plan is used to establish that Services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category, by a:
    - 1) Physician,
    - 2) Licensed/registered/waivered psychologist,
    - 3) Licensed/registered/waivered social worker,
    - 4) Licensed/registered/waivered MFT, or
    - 5) Registered nurse who is either staff to the program or the person directing the Services.

2. Client Progress Notes

Daily progress notes on activities which must be signed (or electronic equivalent) by a:

- a. Physician,
- b. Licensed/registered/waivered psychologist,
- c. Clinical social worker,
- e. MFT, or



- f. Registered nurse who is either staff to the program or the person directing the Services.

## II. Administrative Requirements

- A. Paragraph 13 of the Agreement and Paragraph I.N.4. of Exhibit B 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 seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18<sup>th</sup>) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

- B. Administering Satisfaction Surveys

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

- C. Cultural Competency

- 1. All program staff shall receive at least one (1) in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training.
- 2. Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in English and as translated.
- 3. Contractor shall use good faith efforts to hire clinical staff members who can communicate with clients in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.

- D. Contractor shall submit a copy of any licensing report issued by a licensing agency to County BHRS Children and Youth Services Deputy Director within ten (10) business days of Contractor's receipt of any such licensing report.

- E. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the County Documentation Manual as defined in Paragraph I of Exhibit A.
- F. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
- G. Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: [www.Exclusions.OIG.HHS.Gov](http://www.Exclusions.OIG.HHS.Gov).
- H. Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: <http://files.medical.ca.gov/pubsdoco/publications/bulletins/part1/part1bulletin1.asp>
- I. Advance Directives  
  
Contractor will comply with County policies and procedures relating to advance directives.
- J. Beneficiary Rights  
  
Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.
- K. Physician Incentive Plans

Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

L. 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.

M. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health 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.

N. Beneficiary Brochure and Provider Lists

Contractor agrees to provide Medi-Cal clients who are new to the Mental Health System with a brochure (an original of which shall be provided by County) when a client first receives a specialty mental health service from the Contractor. Such brochure shall contain a description of County services available; a description of the process for obtaining County services, including the County's state-wide toll-free telephone number; a list of the County's providers; a description of the County's beneficiary problem resolution process, including the complaint resolution and grievance processes; and a description of the beneficiary's right to request a fair hearing at any time before, during or within 90 days after the completion of the beneficiary problem resolution process.

O. Developmental Assets

Contractor shall incorporate the Forty-One (41) Developmental Assets into program treatment goals, individual goals and family goals.

### III. GOALS AND OBJECTIVES

#### A. Outpatient Mental Health Services

Goal: To maintain clients at the current or reduced level of placement.

Objective: At least ninety-five percent (95%) of children served will be maintained in their current or reduced level of placement during their course of treatment.

Data to be collected by Contractor.

#### B. Satisfaction

Goal: To enhance clients' and parents' or other caregivers' satisfaction with the services provided.

Objective: 1: At least ninety percent (90%) of respondents will agree or strongly agree that they are satisfied with serviced received.

Objective 2: At least seventy-five percent (75%) of respondents will agree or strongly agree that the client is better at handling daily life.

Data to be collected by County.

ACHIEVEKIDS  
2007-09  
Exhibit "B"

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

I. Payments

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

A. For the term July 1, 2007 through June 30, 2008, County shall pay Contractor according to the following rates of payment:

1. Medication Support Services, Mental Health Services, Case Management, and Crisis Intervention

a. Medication Support Services

i) For Medication Support Services described in Paragraph I.A. of Exhibit A, County shall pay Contractor at the rate of FOUR DOLLARS AND EIGHTY-TWO CENTS (\$4.82) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.L. of this Exhibit B.

ii) Medication Support Services are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

b. Mental Health Services described in Paragraph I.B. of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND SIXTY-ONE CENTS (\$2.61) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.L. of this Exhibit B.

- c. Case Management described in Paragraph I.C. of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND TWO CENTS (\$2.02) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.L. of this Exhibit B.
  - d. Crisis Intervention Service described in Paragraph I.D. of Exhibit A, County shall pay Contractor at the rate of THREE DOLLARS AND EIGHTY-EIGHT CENTS (\$3.88) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.L. of this Exhibit B.
  - e. Payment shall be made on a monthly basis upon County's receipt of the following:
    - i. All required documentation adhering to Medi-Cal guidelines,
    - ii. Documentation for each minute of service, and
    - iii. Documentation relating to each appropriate authorization.
- B. For the term July 1, 2008 through June 30, 2009, County shall pay Contractor according to the following rates of payment:
- 1. Medication Support Services, Mental Health Services, Case Management, and Crisis Intervention
    - a. Medication Support Services
      - i) For Medication Support Services described in Paragraph I.A. of Exhibit A, County shall pay Contractor at the rate of FOUR DOLLARS AND EIGHT-TWO CENTS (\$4.82) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.L. of this Exhibit B.
      - ii) Medication Support Services are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

- b. Mental Health Services described in Paragraph I.B. of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND SIXTY-ONE CENTS (\$2.61) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.L. of this Exhibit B.
  - c. Case Management described in Paragraph I.C. of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND TWO CENTS (\$2.02) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.L. of this Exhibit B.
  - d. Crisis Intervention Service described in Paragraph I.D. of Exhibit A, County shall pay Contractor at the rate of THREE DOLLARS AND EIGHTY-EIGHT CENTS (\$3.88) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.L. of this Exhibit B.
  - e. Payment shall be made on a monthly basis upon County's receipt of the following:
    - i. All required documentation adhering to Medi-Cal guidelines,
    - ii. Documentation for each minute of service, and
    - iii. Documentation relating to each appropriate authorization.
- C. Contractor shall provide staff training as described in Paragraph I. E. of this Exhibit A, not to exceed SIX THOUSAND EIGHT HUNDRED SEVENTY DOLLARS (\$6,870).
- D. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed FOUR HUNDRED SIXTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY DOLLARS (\$464,870).
- E. The Director of Health 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.
- F. Monthly Reporting

1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service. 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 and duration of service (hour/minute format).
  2. 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.
- G. 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.
- H. In the event this Agreement is terminated prior to June 30, 2009, Contractor shall be paid for services already provided pursuant to this Agreement.
- I. 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.



J. 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 Director of Health or designee.

K. Cost Report

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.
2. If the annual Cost Report provided to County reveals that total payments to Contractor exceed the total allowable costs for all of the services rendered by Contractor to eligible clients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Director of Health or designee.

L. 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.

M. County May Withhold Payment

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, 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 Quality Improvement Manager of the BHRS Division of the Health Department.

N. 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 \_\_\_\_\_, 200\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_”

3. The certification shall attest to the following for each beneficiary with services included in the claim:

- a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
  - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
  - c. The services included in the claim were actually provided to the beneficiary.
  - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
  - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
  - f. For each beneficiary with mental health services included in the claim, all requirements for Contractor payment authorization for mental health service 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. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

O. 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. With every invoice submitted by Contractor to County, 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 each such invoice. The County may withhold payment to Contractor for any and all services for which this required proof of third-party payments and/or denials of such payments is not provided. County may deduct from its payments to Contractor the amount of any such third-party payment. 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.
- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and in 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 with the first invoice of the Agreement for services provided to said clients.

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 County may withhold payment to Contractor for any and all services pending notification or receipt of such third-party payments or denials of such payments. County may deduct from its payments to Contractor the amount of any such third-party payment. To the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement.
  
- 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 with the first invoice of the Agreement for services provided to said clients.

**County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	AchieveKids	Phone:	650-494-1200
Contact Person:	Michael Gennette	Fax:	650-494-1243
Address:	3860 Middlefield Road Palo Alto, CA 94303		

**II. EQUAL BENEFITS** (check one or more boxes)

*Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.*

- Contractor complies with the County's Equal Benefits Ordinance by:
  - offering equal benefits to employees with spouses and employees with domestic partners.
  - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
  - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION** (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE** (check one or more boxes)

*Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.*

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
  - the contract is for \$100,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title