

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
FRED FINCH YOUTH CENTER**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FRED FINCH YOUTH CENTER, 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 \$1,081,974; and

WHEREAS, on August 14, 2008, the Director of Health approved an Amendment to the Agreement increasing the maximum obligation by \$20,000 to a new maximum of \$1,101,974; and

WHEREAS, the parties wish to amend the Agreement to increase the Agreement maximum by \$129,715 to a new maximum of \$1,231,689.

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 ONE MILLION TWO HUNDRED THIRTY-ONE THOUSAND SIX HUNDRED EIGHTY-NINE DOLLARS (\$1,231,689).

2. The original Exhibit B is hereby deleted and replaced with Exhibit B attached hereto.

3. All other terms and conditions of the original Agreement as amended on August 14, 2008, 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, San Mateo County

Date: _____

FRED FINCH YOUTH CENTER

Contractor

Date: _____

Fred Finch Youth Center
2007-2008
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. Crisis Response In-Home Stabilization Services (Bridges of San Mateo Program)

1. For Crisis Response In-Home Stabilization Services described in Paragraph I.A. of Exhibit A and for the term of this Agreement County shall pay Contractor on a fee for service basis at a minute 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.E. of this Exhibit B.
2. The maximum amount due to Contractor for these services for the term of this Agreement shall not exceed THREE HUNDRED EIGHTY- NINE THOUSAND THREE HUNDRED FORTY DOLLARS (\$389,340).
3. Ordinary costs of flexible funding for goods and services for participating families shall be borne by Contractor as part of normal operating costs. Extraordinary needs of clients and families may be submitted to County's Flexible Funds Committee for consideration and authorization for funding.

B. Therapeutic Behavioral Services (TBS)

1. For TBS described in Paragraph I.B. of Exhibit A, except as provided in Paragraphs I.B.2. and I.B.3. below, and for the term of this Agreement County shall pay Contractor on a fee for service basis at a minute rate of TWO DOLLARS AND FORTY- FOUR CENTS (\$2.44) per minute.

2. Contractor shall be paid at the rate of TWO DOLLARS AND FORTY-FOUR CENTS (\$2.44) per minute per minute up to a maximum of six (6) hours for the completion of the initial TBS Assessment as described in Paragraph I.B.2. of Exhibit A and development of the initial TBS Client Treatment Plan as described in Paragraph I.B.3. of Exhibit A. Such payment shall be exclusive of and separate from payment for all other services as described in Paragraph I.B.1. of this Exhibit B. County shall pay such rate less any third-party payments as set forth in Paragraph I C. of this Exhibit B.
3. Contractor shall be paid at the rate of TWO DOLLARS AND FORTY-FOUR CENTS (\$2.44) per minute per minute for Collateral services as described in I.B.6.b.vi. of Exhibit A.
4. The maximum amount due to Contractor for these services for the term of this Agreement shall not exceed SIX HUNDRED TWENTY-TWO THOUSAND FOUR HUNDRED SEVENTY-FOUR DOLLARS (\$622,474). County shall pay such rate less any third-party payments as set forth in Paragraph I.E. of this Exhibit B.
5. Contractor shall only be reimbursed for minutes worked by direct services staff. The cost of providing supervisory and administrative support is included in the per-minute rates in Paragraphs I.B.1., I.B.2. and I.B.3. of this Exhibit B.
6. The billing unit for TBS and Collateral Services is staff time, based on minutes.
7. TBS are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except on the day of admission to those services. TBS are reimbursable during Day Treatment Services when the TBS provider is not a Day Treatment staff member during the same time period of the Day Treatment Services program.

C. Day Treatment Services (Intensive and Rehabilitative), Medication Support Services, Mental Health Services, and Crisis Intervention

1. For full-day Day Treatment Intensive Services described in Paragraphs I.C.2. of Exhibit A Contractor shall be paid at the rate of TWO HUNDRED TWO DOLLARS AND FORTY-THREE CENTS (\$202.43) per day.

2. For half-day Day Treatment Intensive Services Contractor shall be paid at the rate of ONE HUNDRED FORTY-FOUR DOLLARS AND THIRTEEN CENTS (\$144.13) per day.
3. For full-day Day Treatment Rehabilitative Services described in Paragraph I.C.3. of Exhibit A Contractor shall be paid at the rate of ONE HUNDRED THIRTY-ONE DOLLARS AND TWENTY-FOUR CENTS (\$131.24) per day.
4. For half-day Day Treatment Rehabilitative Services Contractor shall be paid at the rate of EIGHTY-FOUR DOLLARS AND EIGHT CENTS (\$84.08) per day.
5. For clients authorized for Day Treatment Intensive Services who receive full-day services in the Day Treatment Rehabilitative Services as described in Paragraph I.C.4. of Exhibit A Program Contractor shall be paid at the rate of ONE HUNDRED THIRTY-ONE DOLLARS AND TWENTY-FOUR CENTS (\$131.24) per day.
6. For clients authorized for Day Treatment Intensive Services who receive half-day services in the Day Treatment Rehabilitative Services Program as described in Paragraph I.C.4. of Exhibit A Contractor shall be paid at the rate of EIGHTY-FOUR DOLLARS AND EIGHT CENTS (\$84.08) per day.
7. For Medication Support Services described in Paragraph I.C.5. of Exhibit A, County shall pay Contractor at the rate of FOUR DOLLARS AND EIGHTY-TWO CENTS (\$4.82) per minute.
8. For Mental Health Services described in Paragraph I.C.6. of Exhibit A, County shall pay Contractor at the rate of TWO DOLLARS AND SIXTY-ONE CENTS (\$2.61) per minute.
9. For Crisis Intervention Service described in Paragraph I.C.7. of Exhibit A, County shall pay Contractor at the rate of THREE DOLLARS AND EIGHTY-EIGHT CENTS (\$3.88) per minute.
10. For Day Treatment Services, Medication Support Services, Mental Health Services and Crisis Intervention payment shall be made on a monthly basis upon County's receipt of the following:
 - a. All required documentation adhering to Medi-Cal guidelines,
 - b. Documentation for each minute of service, and

c. Documentation relating to each appropriate authorization.

11. Day Treatment Services and 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.
12. County shall pay rates for Day Treatment Services (Intensive and Rehabilitative), Medication Support Services, Mental Health Services, and Crisis Intervention services less any third-party payments as set forth in Paragraph E of this Exhibit B.
13. Maximum payment for Day Treatment Services (Intensive and Rehabilitative), Medication Support Services, Mental Health Services, and Crisis Intervention

The combined maximum payment obligation for Day Treatment Services (Intensive and Rehabilitative), Medication Support Services, Mental Health Services, and Crisis Intervention shall not exceed EIGHTY-THREE THOUSAND TWO HUNDRED THIRTY-FIVE DOLLARS (\$83,235).

D. Visiting Therapist Program

1. For Mental Health Services described in Paragraph I.D.2. of Exhibit A and for the term of this Agreement County shall pay Contractor on a fee for service basis at a minute 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.E. of this Exhibit B.
2. For Crisis Intervention Services described in Paragraph I.D.2.v. of Exhibit A and for the term of this Agreement County shall pay Contractor on a fee for service basis at a minute 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.E. of this Exhibit B.

The combined maximum payment obligation for Visiting Therapist Services (Mental Health and Crisis Intervention) shall not exceed ONE HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED FORTY DOLLARS (\$136,640).

- D. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE MILLION TWO HUNDRED THIRTY-ONE THOUSAND SIX HUNDRED EIGHTY-NINE DOLLARS (\$1,231,689).
- E. Contractor's annual 2007-2008 budget is attached and incorporated into this Agreement as Exhibit C.
- F. 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.

- G. Budget modifications may be approved by the Director of Health or her designee, subject to the maximum amount set forth in Paragraph 3.

- H. 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.
- I. In the event of a decrease in the State Maximum Allowance (SMA) for TBS provided pursuant to this Agreement, Contractor agrees to either accept rate(s) not to exceed the SMA or to discontinue provision of these services as of the effective date for the new rate(s). In the event that the SMA is less than the rate(s) established in this Agreement, it is agreed the rate(s) will be changed to the SMA. In no event shall the compensation rate(s) for TBS under this Agreement exceed the SMA.
- J. Monthly 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. 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: TBS, Intensive Day Treatment, etc.), 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.
- K. 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 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.

L. In the event this Agreement is terminated prior to June 30, 2008, the Contractor shall be paid for services already provided pursuant to this Agreement.

M. 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.

N. 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 difference shall be made to County by Contractor, unless otherwise authorized by the Director of Health or her designee.

O. 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.

P. 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 San Mateo County Mental Health Services Division of the Health Department, and as

Q. 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 (day rehabilitation / day treatment intensive / EPSDT supplemental specialty mental health services) included in the claim, all requirements for Contractor payment authorization for (day rehabilitation / day treatment intensive / EPSDT supplemental specialty mental health services) were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph II.A. 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.