

**SUB-RECIPIENT AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
JEFFERSON UNION HIGH SCHOOL DISTRICT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, hereinafter called "County," and the Jefferson Union High School District hereinafter called "Contractor";

W I T N E S S E T H:

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing alcohol and other drug prevention services.

Whereas, the award of this Agreement is made pursuant to:

1. CFDA: #93.959 and Program: Jefferson Union High School District
2. Federal Data Universal Number (DUNS): 07-523-6401
3. Federal Award Identification Number: 14-94158
4. Federal Award Date: 1/18/2018
5. Federal Award Period of Performance: 7/1/17-6/30/20
6. Federal Awarding Agency: DHCS
7. Federal Award Project Description: Substance Abuse Prevention and Treatment (SAPT) Block Grant

Whereas, the County is hereby awarding the following Federal Funds:

1. Amount of Federal funds obligated by this action to sub-recipient:  
ONE HUNDRED SEVENTY THOUSAND FIVE HUNDRED DOLLARS  
(\$170,500).
2. This Is not a Research and Development Award.

**Now, therefore, it is hereby agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A - Description of Services

Exhibit B – Payments and Rates  
Attachment A—Deliverable Options  
Attachment B—Deliverables Payment  
Attachment C—Election of the Third-Party Billing Process  
Attachment D—Payor Financial Form  
Attachment E—Fingerprint Certification

## **2. Definitions**

1. “CCR” means the California Code of Regulations.
2. “CFR” means the Code of Federal Regulations.
3. “DUNS” means the Data Universal Numbering System, a nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.
4. “Cal. Gov. Code” means the California Government Code.
5. “OMB” means the Office of Management and Budget.
6. “PCC” means the California Public Contract Code.
7. “Reimbursable item” means “allowable cost” and “compensable item”.
8. “State” means the State of California.
9. “Contractor” means the Jefferson Union High School District since it is the legal entity that receives funds from County to carry out part of a federal award identified in this Agreement.
10. “USC” means the United States Code.
11. “W & I Code” means the California Welfare and Institutions Code.

## **3. Services to be Performed by Contractor**

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A.

## **4. 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. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County’s total fiscal obligation under this Agreement exceed SIX HUNDRED FIFTY-FIVE THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$655,180).

County reserves the right to refuse payment to Contractor or disallow costs for any expenditure, as determined by County to be in conflict with the terms and conditions of this Agreement, outside the scope of work of this Agreement, when adequate supporting documentation is not presented or where prior approval was required but was either not requested or not granted.

The Contractor will submit invoices and monthly program reports to Behavioral Health and Recovery Services (BHRS) by the tenth (10<sup>th</sup>) of each month. Program performance data will be submitted in a timely, complete, accurate, and verifiable manner using the BHRS approved reporting procedures. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Refer to Exhibit B for specific fiscal requirements. Upon notification from BHRS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two (2) months past the month of service may not be reimbursed. Invoice(s) for June 2018 will be due by June 1, 2019 to facilitate timely payment.

## **5. Term and Termination**

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

- A. This Agreement may be terminated by Contractor, the Chief of the Health System, or designee at any time without a requirement of good cause upon thirty (30) days written notice to the other party (the "Notice of Termination"). The Notice of Termination shall include the effective date of the notice, a description of the action being taken by the County, including the extent of services terminated, the reason for such action, and any conditions of the termination.
- B. 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 County and shall be promptly delivered to County. Upon termination, 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.
- C. Termination for Cause. The grounds for termination of this Agreement for cause shall include, but are not limited to, the following:
  - 1. Threat against life, health or safety of the public (see exemption from notice requirement, above);
  - 2. A violation of the law or failure to comply with any condition of this Agreement;
  - 3. Inadequate performance or failure to make progress so as to obstruct or undermine implementation of this Agreement;

4. Failure to comply with reporting requirements;
5. Evidence that Contractor is in an unsatisfactory financial condition determined by an audit by County or evidence of a financial condition that obstructs or undermines performance of this Agreement and/or results in the loss of other funding sources;
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business;
7. Appointment of a trustee, receiver, or liquidator for all or substantial part of Contractor's property, or institution of bankruptcy reorganization or the arrangement of liquidation proceedings by or against the Contractor;
8. Service of any writ of attachment, levy or execution, or commencement of garnishment proceedings against Contractor's assets or income;
9. The commission of an act of bankruptcy;
10. Finding of debarment or suspension;
11. Contractor's organizational structure has materially changed; and
12. County determines that Contractor may be considered a "high risk" agency as described in 45 CFR § 92.12 for local government and 45 CFR § 74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement by Contractor, County shall retain the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. A waiver by County of any occurrence of breach or default is not a waiver of subsequent occurrences and shall be limited to that particular occurrence.

- D. Contractor's Obligation After Notice of Termination. After receipt of a Notice of Termination, and except as directed by County in writing, Contractor shall proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

Contractor shall:

1. Stop work as specified in the Notice of Termination;

2. Place no further subcontracts for materials, or services, except to the extent necessary to complete any portion of the Agreement that has not been terminated;
  3. Terminate all subcontracts to the extent they related to the work terminated; and
  4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause).
- E. Emergency Notice Exemption. Notwithstanding any other provision to the contrary in this Agreement, termination of this Agreement shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public. In case of such emergency, a Notice of Termination is still required and shall include the date of the notice, a description of the action being taken by the County, including the extent of services terminated, the reason for such action, and any condition of the termination.
- F. If Contractor or any of its sub-grantees materially fails to comply with any term of this Agreement; federal, state or local laws, an assurance, state plan or application, notice of award, this Agreement, or any other applicable rule, the County may take any or all of the following actions it deems appropriate in the circumstances:
- i. Temporarily withhold payment for services pending correction of the deficiency by Contractor or its sub-grantee(s).
  - ii. Disallow all or part of the cost of the service, activity or action not in compliance.
  - iii. Suspend the Agreement in whole or part.
  - iv. Suspend eligibility for future agreements
  - v. Other remedies that may be legally available, or shown in the Agreement.

## 6. Availability of Funds

Notwithstanding the provisions for termination in paragraph 5 above, County may terminate this Agreement or any portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding. Such termination shall be effective immediately unless otherwise agreed upon by County and Contractor in writing.

## 7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

- A. General Hold Harmless. Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

- B. Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party

that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

## **9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

- A. Contractor will assure that any authorized subcontracts with a third party for services complies with all terms and conditions set forth in this Agreement and pursuant to the requirements of applicable federal, state and local law, including but not limited to Title 2 of the CFR.
- B. Debarment and Suspension: Contractor will assure that as provided in CFR, Title 2 as applicable, that it must not award subcontracts with at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

- C. Procurement of Sub-contractors: Contractor's procurement procedures must conform to applicable federal, state and local law including procedures outlined in Title 2 of the CFR. In the event of any conflict between federal, state, and local requirements, the most restrictive requirement must be applied.
- D. Monitoring: Contractor will be responsible for managing and monitoring routine operations of services performed under this Agreement including each project, program, sub grants or any other function supported by Contractor's sub-contractors/sub-grantees to ensure compliance with all applicable terms and conditions of this Agreement, including the requirements in Title 2 of the CFR . If Contractor at any time discovers that services under this Agreement have not been used in accordance with the terms and conditions of this Agreement including federal, state and local law, Contractor will take action to recover such funding.
- E. Duties as Pass-through Entity: Contractor must perform functions required under federal, state and local law for a pass-through entity when awarding any part of this Agreement to other third party entities.

#### **10. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in the forfeiture of any right to compensation under this Agreement.

#### **11. Insurance**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.



- A. **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
- B. **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

i. Comprehensive General Liability...	\$1,000,000
ii. Motor Vehicle Liability Insurance...	\$1,000,000
iii. Professional Liability.....	\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

## 12. **Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

- A. Standards for financial management systems: Contractor and its subcontractors/grantees will comply with the requirements of CFR, Title 2 including, but not limited to: fiscal and accounting procedures; accounting records; internal control over cash, real and personal property, and other assets; budgetary control to compare actual expenditures or outlays to budgeted amounts; source documentation; and cash management.
- B. Period of availability of funds: Pursuant to CFR, Title 2 as applicable, Contractor may only charge to this Agreement costs resulting from obligations incurred during the funding period of the federal and state awards for the term specified in this Sub Recipient Agreement, unless carryover of this balance is specifically identified in payment section of this Agreement. All obligations incurred under this Agreement must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
- C. Matching or cost sharing: Pursuant to CFR, Title 2 as applicable, matching or cost sharing requirement applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and

must be clearly identified and used in accordance with all applicable federal, state and local laws.

- D. Program income: Program income must be used and accounted for as specified in CFR, Title 2.
- E. Real Property: If Contractor is authorized to use funds pursuant to this Agreement for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of CFR, Title 2.
- F. Equipment: Title, use, management (including record keeping, internal control, and maintenance) and disposition of equipment acquired by Contractor or its sub-contractors/grantees with federal funding awarded under this Agreement will be governed by the provisions of CFR, Title 2, as applicable.
- G. Supplies: Title and disposition of supplies acquired by Contractor or its sub-contractor with federal funding pursuant to this Agreement will be governed by the provisions of CFR, Title 2, as applicable.

### 13. Non-Discrimination and Other Requirements

Contractor shall comply with all applicable anti-discrimination federal, state and local law, including the laws referenced in the Contractor Certification Clauses (CCC 307) which are hereby incorporated by reference. In addition, Contractor shall comply with the following:

#### Equal Access to Federally Funded Benefits, Programs and Activities

Contractor shall ensure compliance with Title VI of the Civil Rights Acts of 1964 [42 USC § 2000d; 45 CFR Part 80], which prohibits recipients of federal financial assistance from discrimination against persons based on race, color, religion, or national origin.

#### Equal Access to State-Funded Benefits, Programs and Activities

Contractor shall, unless exempted, ensure compliance with the requirement of Cal. Gov. Code §§ 11135 to 11139.5; 22 CCR § 98000, *et seq.*, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323, Chapter 182, Statutes of 2006].

Contractor assures that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant of the ADA. [42 USC § 12101, *et seq.*]

- A. *General non-discrimination*. No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the

grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County's Equal Benefits Ordinance.* Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.
- E. *Discrimination Against Individuals with Disabilities.* Contractor shall comply fully with the nondiscrimination requirements of 41 CFR § 60-741.5(a), which is incorporated herein as if fully set forth.
- F. *History of Discrimination.* Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.
- G. *Reporting Violation of Non-discrimination provisions.* Contractor shall report to the County Manager the filing in any court or with any administrative agency

of any complaint or allegation of discrimination on any of the bases prohibited by this Agreement. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender, sexual orientation, religion, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii) liquidated damages of \$2,500 per violation; and/or
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

In compliance with Cal. Gov. Code § 11019.9, Civil Code §1798, *et seq.*, Management Memo 06-12 and Budget Letter 06-34, Contractor will ensure that confidential information is protected from disclosure in accordance with applicable laws, regulations, and policies.

Contractor shall adhere to 48 CFR § 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

#### **14. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in Section 4 above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**15. Retention of Records, Right to Monitor and Audit**

- A. Contractor shall maintain all required records for seven (7) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California. Records must include sufficient detail to disclose: services provided to program participants; administrative cost of services provided to program participants; charges made and payments received for items identified in the provision of services to program participants and administrative cost of services provided to program participants; and cost of operating organizations, agencies, programs, activities and functions as prescribed in CFR, Title 2.
- B. Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.
- C. Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

- D. Contractor shall provide for timely audits as required by CFR, Title 2, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of CFR, Title 2, Contractor must ensure that it has an audit with a scope that covers funds received under this Agreement.

Contractor must send one (1) copy of the final audit report to County contact shown in Section 18 of this Agreement within two (2) weeks of Contractor's receipt of any such audit report. Contractor agrees to take prompt action to correct problems identified in any such audit including federal, state, County or local authority having audit authority.

Contractor agrees to promptly reimburse County for any funds County pays Contractor or any sub-contractor/grantee of Contractor for an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which County is responsible for under this Agreement.

Contractor shall take prompt correction action, including paying amounts resulting from and adverse findings, sanction or penalty, if County or any federal agency, or other entity authorized by federal, state or local law to determine compliance with conditions, requirements, and restriction applicable to the federal program from which this Agreement is awarded determines compliance has not been achieved.

## **16. Merger Clause & Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

## **17. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

## 18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement including Contractor's change of legal name, main address, or name of Director shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Edith Cabuslay/Program Service Manager  
Address: 310 Harbor Blvd., Building E, Belmont, CA 94002  
Telephone: (650) 573-2227  
Facsimile: (650) 802-6440  
Email: [ecabuslay@smcgov.org](mailto:ecabuslay@smcgov.org)

In the case of Contractor, to:

Name/Title: Karen Baca/Associate Superintendent  
Address: 699 Serramonte Blvd. Ste. 100, Daly City, CA 94015  
Telephone: (650) 550-7900  
Facsimile: (650) 550-7888  
Email: [kbacatvanr@juhsd.net](mailto:kbacatvanr@juhsd.net)

## 19. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

## 20. Conflict of Interest

- A. Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that County determines that a conflict of interest exists, funds may be disallowed by the County and such conflict may constitute grounds for termination of the Agreement.
- B. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated



with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

**21. Debarment, Suspension, and Other Responsibility Matters**

- A. Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
  - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency [45 CFR § 92.35];
  - 2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
  - 4. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default;
- B. Contractor shall report immediately to the County Behavioral Health and Recovery Services (“BHRS”) in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor’s subcontractor. Contractor shall maintain any records, documents or other evidence of fraud and abuse until otherwise notified by BHRS.
- C. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by BHRS.
- D. Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors’ debarment/suspension status.

**22. Contractor’s Staff**

- A. Contractor shall maintain adequate staff to meet Contractor's obligations under this Agreement.
- B. This staff shall be available to the State and BHRS for training and meetings, as necessary. Contractor shall make every effort to have a representative in attendance of scheduled meetings.

**23. Lobbying Certification**

Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- E. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**24. Commencement of Work**

Should Contractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk or as a mere volunteer and may not be reimbursed or compensated. County has no legal obligation unless and until the contract is approved.

## **25. Records**

- A. Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing audit resolution in accordance with Section 28 of this document. This includes the following: letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to County. All records pertaining to this Agreement must be made available for inspection and audit by the County and State or its duly authorized agents, at any time during normal business hours.

All such records must be maintained and made available by Contractor: (a) until an audit has occurred and an audit resolution has been issued by the State or unless otherwise authorized in writing by County; (b) for a longer period, if any, as is required by the applicable statute or by any other clause of this Agreement or by B and C below or (c) for a longer period as County deems necessary.

- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in subsection A above. Contractor shall ensure that any resource directories and all client records remain the property of County upon termination of this Agreement, and are returned to County or transferred to another Contractor as instructed by County.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving Contractor's records, all records relative to such action shall be maintained and made available until every action has been cleared to satisfaction of County and so stated in writing to Contractor.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by County under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR § 200.302, the expenditures will be questioned in the audit and may be disallowed by County during the audit resolution process.

- E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

**26. Access**

Contractor shall provide access to the federal, state or County agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized federal, state, or County representative to any books, documents, papers, records, and electronic files of Contractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions.

**27. Monitoring and Evaluation**

- A. Authorized state and County representatives shall have the right to monitor and evaluate Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, policies, procedures and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. Contractor shall cooperate with the state and County in the monitoring and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.
- C. Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the County.

**28. Audit**

- A. Contractor shall arrange for an audit to be performed pursuant to such amounts as specified by the Single Audit Act of 1984 (Public Law 98-502), the Single Audit Act Amendments of 1996 (Public Law 104-156), and 2 CFR §§ 200.501 to 200.521 [formerly OMB Circular A-133].

A copy shall be submitted to:

Behavioral Health and Recovery Services  
Attn: Ritu Modha  
Facsimile: (650) 573-2110

The copy shall be submitted within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period,

whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number.

For State contracts that do not have CFDA numbers, Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through BHRS.

- B. Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for County and State for review. The fiscal summary for this Agreement is included in Exhibit B.
- C. Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution shall include:

1. Ensuring that a subcontractor that has expended amounts requiring an audit during the Contractor's fiscal year has met the audit requirements of 2 CFR §§ 200.501 to 200.521 [formerly OMB Circular A-133] as summarized herein;
2. Issuing a management decision on audit findings within six months after receipt of the subcontractor's single-audit report and/or other type of audit and ensuring that the subcontractor takes appropriate and timely corrective action;
3. Reconciling expenditures reported to County to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single-audit requirements. For a subcontractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to County must be accomplished by the performance of alternative procedures (e.g., risk assessments [2 CFR § 200.331], documented review of financial statements, documented expense verification, including match, etc);

4. When alternative procedures are used, the subcontractor shall perform financial management system testing which provides, in part, for the following:
    - a. Accurate, current, and complete disclosure of the financial results of each federal award or program;
    - b. Records that identify adequately the source and application of funds for each federally funded activity;
    - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes;
    - d. Comparison of expenditures with budget amounts for each federal award;
    - e. Written procedures to implement the requirements of 2 CFR 200.305; and
    - f. Written procedures for determining the allowance of costs in accordance with 2 CFR Part 200, Subpart E-Cost Principles. [2 CFR § 200.302]
  5. The subcontractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents; and
  6. Determining whether the results of the reconciliations performed require adjustment of the subcontractor's own records.
- D. County shall ensure that Contractor's single-audit reports meet 2 CFR Part 200-Subpart F-Audit Requirements [formerly OMB Circular A-133] requirements:
1. Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be submitted to the County within 30 days after Contractor's receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first [2 CFR § 200.512];
  2. Property procured – use procurement standards for auditor selection [2 CFR § 200.509];
  3. Performed in accordance with General Accepted Government Auditing Standards [2 CFR § 200.514];

4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs [2 CFR § 200.515]; and
  5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F- Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- E. Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards; County shall have access to all audit reports and supporting work papers, and County has the option to perform additional work, as needed.
- F. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
1. Any costs when audits required by the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
  2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
    - a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
- G. Contractor shall cooperate with and participate in any further audits which may be required by County.

**29. Dissolution of Entity**

Contractor shall notify County immediately of any intention to discontinue existence of the entity or to bring an action of dissolution.

**30. Information Integrity and Security**

- A. Information Assets

Contractor shall have in place operational policies, procedures, and practices to protect State information assets, (i.e. public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual Section 5300 to 5365.3, Cal. Gov. Code § 11019.9, DGS Management Memo 06-12, and DOF Budget Letter 06-34.

Information assets include (but are not limited to):

- Information collected and/or accessed in the administration of the County programs and services; and
- Information stored in any media form, paper or electronic.

B. Encryption on Portable Computing Devices

Contractor is required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives and backup media).

C. Disclosure

1. Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State and County policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. Contractor shall not use such identifying information in paragraph 3 above for any purpose other than carrying out Contractor's obligations under this Agreement.
5. Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying



information obtained under the terms of this Agreement to anyone other than County without prior written authorization from County. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

D. **Health Insurance Portability and Accountability Act (HIPAA)**

Contractor agrees to comply with the privacy and security requirement of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

**31. Security Incident Reporting**

A security incident occurs when information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. Contractor must report all security incidents to BHRS immediately upon detection.

**32. Notification of Security Breach to Data Subjects**

- A. Notice must be given by Contractor to County and any data subject whose personal information could have been breached.
- B. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or when necessary measures to restore system integrity are required.
- C. Notice may be provided in writing, electronically or by substitute notice in accordance with State law, regulation or policy.

**33. Software Maintenance**

Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State and County data may be used.

**34. Electronic Backups**

Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. Contractor shall ensure that any portable electronic media used for backups is encrypted.

**35. Right in Data**

- A. Rights in Data

1. Contractor shall not publish or transfer any materials, as defined in the subsection 2 below, produced or resulting from activities supported by this Agreement without the express written consent of BHRS. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by BHRS. BHRS may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term "subject data" means writing, sounds recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
3. Subject only to the provisions of this section, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.

**36. Transition Plan**

- A. Contractor shall submit a transition plan to BHRS within ten (10) days of delivery of a written Notice of Termination. The transition plan must be approved by County and shall at a minimum include the following:
  1. Description of how clients will be notified about the change in their service provider;
  2. A plan to communicate with other organizations that can assist in locating alternative services;
  3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals;
  4. A plan to evaluate clients in order to assure appropriate placement;
  5. A plan to transfer any client records to a new contractor;

6. A plan to dispose of confidential records in accordance with applicable laws and regulations;
  7. A plan for adequate staff to provide continued care through the term of the contract;
  8. A full inventory and plan to dispose of, transfer or return all equipment purchased with contract funds during the entire operation of the contract; and
  9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. Contractor shall implement the transition plan as approved by BHRS. BHRS will monitor Contractor's progress in carrying out all elements of the transition plan.
- C. If Contractor fails to provide a transition plan, the Contractor will implement a transition plan submitted by County to Contractor following the Notice of Termination.

**37. Emergency Preparedness**

Contractor agrees to assist County in emergency planning and response by providing County client-specific information, as requested by County.

**38. Compliance With Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**39. Program Changes**

Contractor agrees to inform County of any alteration in program or service delivery at least thirty (30) days prior to the implementation of the change, or as soon as reasonably feasible. Notification includes, but is not limited to, service closures due to special events, holidays, cleaning, construction, staff changes.

In witness whereof, the parties hereto, by their duly authorized representatives, have affixed their hands. Execution of this Agreement by the Contractor certifies that the Contractor is compliant with all terms and certifications referenced within the Agreement, Exhibits and Attachments.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

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

ATTEST:

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

JEFFERSON UNION HIGH SCHOOL DISTRICT

HPaca  
Contractor's Signature

Date: 10/17/2018

EXHIBIT A – SERVICES  
JEFFERSON UNION HIGH SCHOOL DISTRICT  
FY 2018 – 2020

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

A. Mental Health Services – System of Care

In full consideration of the payments herein provided for, Contractor shall provide the services described below in a manner consistent with the terms and provisions of this Agreement.

1. Contractor shall provide mental health services to youth at Daly City Youth Health Center (DCYHC) and Jefferson Union High School District school campuses. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, rules and regulations, including quality assurance requirements of the Short-Doyle/Medi-Cal Program. Services shall include the following:
  - a. Assessment - Assessment services include clinical analysis of the history and current status of the client's mental, emotional or behavioral condition.
  - b. 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. Individual Therapy is usually delivered to an individual but may include family or significant support persons when the individual is present, but the focus of work is on the client and not on the family system.
  - c. 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.
  - d. Collateral Services and Family Counseling/Therapy - 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).

- e. Crisis Intervention - 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.
- f. Case Management/Brokerage - 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:
  - Client Centered Interagency Collaboration
  - Program-Related Interagency Collaboration
- g. Rehabilitation Services (e.g. daily living skills) - Rehabilitative Services may include any or all of the following: Assistance in improving, restoring or maintaining a client's functional skills, daily living skills, social skills, leisure skills, grooming and personal hygiene skills, medication compliance, and access to support resources.

- 2. For FY 2018-19 Contractor shall provide up to sixty-one thousand eight hundred thirty-five (61,835) minutes of service. One (1) unit equals one (1) minute of mental health service.

For FY 2019-20 Contractor shall provide up to sixty-one thousand eight hundred thirty-five (61,835) minutes of service. One (1) unit equals one (1) minute of mental health service.

- 3. Contractor shall serve approximately sixty (60) unduplicated clients.
- 4. Mental health services rendered shall be under the supervision of the Behavioral Health and Recovery Services (BHRS) Deputy Director for Child and Youth Services, who may specify the kind, quality, and amount of the services and criteria, other than those set forth herein, for determining the persons to be served.
- 5. Contractor shall participate in state mandated outcome measurement collection.

6. Contractor will maintain efforts to involve parents or other caregivers in the development and carrying out of intervention plans involving their children.

B. Mental Health Services (Authorized by the MHP)

Contractor shall provide mental health services to clients under the San Mateo County Mental Health Plan (MHP). These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Kids Programs, client caregivers who are covered by HealthWorx, clients who are covered by the Health Plan of San Mateo CareAdvantage program for Medicare, and clients known to be indigent, for whom the MHP has assumed responsibility. It is the Contractor's responsibility to ensure that the client is eligible at the time services are provided.

All clients shall be preauthorized for service by the Behavioral Health & Recovery Services (BHRS) Division's Access Call Center. Separate authorizations shall be required for assessment and ongoing treatment services.

1. Mental Health Services shall be provided by licensed, waived or registered mental health staff and shall include the following:

- a. Assessment Services, Face-to-Face – CPT Code 90791

Assessment services include clinical analysis of history and current status of client's mental, emotional or behavioral condition.

2. Treatment Services, Face-to-Face (non-MD)

- a. Individual Therapy - CPT Code 90832, 90834, 90837

Individual therapy is therapeutic intervention consistent with client goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual therapy is delivered to an individual but may include family or significant support persons when the individual is present, but the focus of work is on the client and not the family system.

- b. Family Therapy - CPT Code 90846, 90847

Family therapy is 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.

- c. Group Therapy - CPT Code 90853

Group therapy is therapeutic intervention 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.

d. Collateral – CPT Code 90887

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).

e. Clinical Consultation – CPT Code 99442

Clinical Consultation is the deliberation of two or more mental health professionals, or between a mental health professional and other support persons, with respect to the diagnosis or treatment regarding a client.

3. Psychological Testing Services, Face-to-Face: if applicable

A contractor who accepts a referral for outpatient psychological or neuropsychological testing shall begin such testing within 5 working days of the referral. The MHP requires of the contractor to submit a comprehensive written summary of test results. This summary shall be sent to MHP in a timely manner, if not sent earlier, it must accompany the claim or payment will be denied. Summary goes to:

Access Call Center  
Attn: T. J. Fan, PhD.  
Fax: (650) 596-8065

C. Prevention Education and Collaboration

1. Through collaboration with the Pacifica Prevention Partnership and the Japanese Community Youth Council, Contractor will conduct the following AOD prevention activities as outlined below. Contractor shall complete activities as outlined in Attachment A.

- a. Community Education

1. Attend national, state and local conferences/trainings to learn evidence-based best practices for ATOD education.



2. Update template education presentation/curriculum as needed.
  3. Conduct outreach to at least 30 organizations/groups including but not limited to PTAs, Board of Education, neighborhood associations, youth leadership groups, student body associations, Boys and Girls Clubs, churches, community-based organizations, and YMCAs to conduct ATOD education presentations.
  4. Conduct 64 ATOD prevention education presentations.
- b. Merchant Education
1. Research existing merchant education strategies.
  2. Develop or adapt sting survey protocol to assess youth access rates to AOD.
  3. Partner with law enforcement agencies to conduct youth access stings surveys.
  4. Meet with Better Business Bureau(s), chambers of commerce, business organizations, etc. to strategize best methods to conduct education of retail staff members. (alcohol)
  5. Disseminate merchant education packets to at least 200 retailers.
  6. Develop or adapt educational materials to needs of local jurisdiction around cannabis education.
  7. Conduct or adapt educational materials to needs of local jurisdiction around cannabis education.
- c. Media Education – Implement media education campaign to complement community education messages.
- d. Policy Advocacy
1. Research policy advocacy initiatives implemented in states and local jurisdictions to minimize the impact of AOD. (cannabis, alcohol)

2. Develop AOD prevention policy templates. (cannabis, alcohol)
3. Meet with at least 10 local policymakers to educate about the impacts of cannabis and gauge interest in policy options. (15 cannabis, 5 alcohol)
4. Provide information and technical assistance to policy makers as needed.
5. Provide training to coalition members about policy advocacy strategies to minimize the impact of AOD.
6. Coordinate community input into local policy processes.
7. Identify potential kiosk locations (such as pharmacies and police departments) for drug disposal program.
8. Conduct one-on-one educational meetings with potential kiosk locations to gauge interest in hosting a kiosk for drug disposal program.
9. Connect interested locations with Environmental Health to discuss next steps for kiosk installation.

e. Overarching Activities

1. Coordinate a hallmark event to highlight AOD prevention program activities.
2. Conduct at least monthly meetings with the youth program participants to provide them with the knowledge and skills to address ATOD and implement ATOD prevention program planning.
3. Youth in the program will engage in AOD-prevention related activity to demonstrate the knowledge and skills they gained from the program. Activities can include community presentations, PSAs, letters to the editor, presentation at a city council meeting, school board advocacy, etc.
4. Meet with AOD contract monitor in person or by phone at least monthly to provide updates and seek assistance.

5. Input data into statewide database by the 5<sup>th</sup> of the month.
  6. Conduct administrative functions which will be measured through the annual site visit.
  7. Attend monthly countywide meetings to coordinate AOD prevention strategies.
- f. Social Determinants of Health
1. Develop a report to justify addressing at least one SDOH in your community.
  2. Attend community meetings to build your organization's capacity to address the SDOH.
  3. Advocate for community and/or policy makers to address the SDOH in order to minimize AOD in your community.
- g. Contractor shall complete monthly and annual deliverables as described in Attachment A.

## 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](http://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 stored 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).

### 4. Record Retention

Paragraph 15 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.

5. 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 BHRS 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 BHRS Mental Health & AOD Documentation Manual located online at:

<https://www.smchealth.org/sites/main/files/file-attachments/bhrsdocmanual.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 BHRS Managed Care Provider Manual: located online at [https://www.smchealth.org/sites/main/files/file-attachments/msomanual\\_2.26.18.pdf](https://www.smchealth.org/sites/main/files/file-attachments/msomanual_2.26.18.pdf). Managed Care Providers will utilize documentation forms located at <http://www.smchealth.org/bhrs/contracts>.

6. 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 BHRS 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.

7. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. 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.

c. Advance Directives

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

8. 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>.

9. 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.

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

- a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.
- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
  - 1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
  - 2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
  - 3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.
- d. Confidentiality Training

Contractor is required to conduct, complete and maintain 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>.

11. Site Certification

- a. 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.
- b. Contractor is required to inform BHRS Quality Management, in advance, of the following major changes:
  - 1) Major leadership or staffing changes.
  - 2) Major organizational and/or corporate structure changes (example: conversion to non-profit status).
  - 3) 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.
  - 4) Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
  - 5) Change of ownership or location.
  - 6) Complaints regarding the provider.

12. 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.

13. 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>. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS 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.

- a. **Credentialing Check – Initial**  
During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRS. Attachment F – 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.
- b. **Credentialing Check – Monthly**  
Contractor will complete Attachment F – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: [HS\\_BHRS\\_QM@smcgov.org](mailto:HS_BHRS_QM@smcgov.org) or via a secure electronic format.

#### 14. 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>.

15. 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.

16. Staff Termination

Contractor shall inform BHRS, in a timely fashion, when staff have been terminated. BHRS Quality Management requires prompt notification to be able to terminate computer access and to safeguard access to electronic medical records by completing the BHRS Credentialing form.

17. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service

personnel shall be direct employees, contractors, volunteers, or training status persons.

B. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at [ode@smcgov.org](mailto:ode@smcgov.org).

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Health Equity Initiatives Manager (HEIM) by September 30<sup>th</sup> of the fiscal year.

The annual cultural competence plan will include, but is not limited to the following:

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
- c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
- d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
- e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.

2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.
3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.
4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.
5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager ([ode@smcgov.org](mailto:ode@smcgov.org)) to plan for appropriate technical assistance.

C. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, 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.

III. GOALS AND OBJECTIVES

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

Mental Health Services

Goal 1: Contractor shall avoid more intensive levels of mental health services for clients.

Objective 1: No more than five percent (5%) of cases treated by Contractor shall be admitted to a psychiatric emergency service unit between the time of intake and a year after intake

Data to be collected by Contractor.

Goal 2: 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 services received.

Data to be collected by County in collaboration with Contractor.

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 in collaboration with Contractor.

Mental Health Services (authorized by MHP)

Goal 1: Contractor shall avoid more intensive levels of mental health services for clients.

Objective 1: No more than five percent (5%) of cases treated by Contractor shall be admitted to a psychiatric Emergency service unit between the time of the Intake and a year after the intake.

Data to be collected by County.

Goal 2: All clients received at least three (3) treatment services shall be administered a client satisfaction survey provided by the MHP.

Objective 1: Ninety percent (90%) of clients served shall be satisfied with services as measure by client. Satisfaction survey administered by the MHP.

Data to be collected by County in collaboration with Contractor.

Prevention Education and Collaboration

Goal 1: Increase community awareness and education of the harms of alcohol and other drug use.

Objective: Ninety percent (90%) of identified activities and deliverables will be completed annually as referenced in Attachment A and B.

\*\*\* END OF EXHIBIT A \*\*\*

EXHIBIT B – PAYMENTS AND RATES  
JEFFERSON UNION HIGH SCHOOL DISTRICT  
FY 2018 – 2020

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 under this Agreement and subject to the provisions of Paragraph 4 of this Agreement, County shall pay Contractor in the manner described below:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 4 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed SIX HUNDRED FIFTY-FIVE THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$655,180). The maximum amount for each fiscal year is as follows:

FY 2018-19	\$338,340
FY 2019-20	\$316,840
Total	\$655,180

B. Mental Health Services – System of Care

Contractor shall be paid a maximum of TWO HUNDRED EIGHTY-FIVE THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$285,680) for the term of the agreement.

1. For the term July 1, 2018 through June 30, 2019, County shall pay Contractor services as described in Paragraph I.A. at a rate of TWO DOLLARS AND THIRTY-ONE CENTS (\$2.31) per minute, not to exceed sixty-one thousand eight hundred thirty-five (61,835) minutes, for a total of ON HUNDRED FORTY-TWO THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$142,840).
2. For the term July 1, 2019 through June 30, 2020, County shall pay Contractor services as described in Paragraph I.A. at a rate of TWO DOLLARS AND THIRTY-ONE CENTS (\$2.31) per minute, not to exceed sixty-one thousand eight hundred thirty-five (61,835)

minutes, for a total of ONE HUNDRED FORTY-TWO THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$142,840).

C. Mental Health Services – Authorized by MHP

Contractor shall be paid a maximum of FIFTY THOUSAND DOLLARS (\$50,000) for the term of the agreement, for services described in Section I.B. of this Exhibit A2.

1. County rates for reimbursement are based on the Centers for Medicaid and Medicare Services (CMS) rate schedule and are subject to change. The CMS rate schedule is located at: <https://www.cms.gov/apps/physician-fee-schedule/license-agreement.aspx> and is incorporated into this agreement by reference herein. County shall not pay or be obligated to pay more than the amounts for each component of service required under this agreement listed on the CMS rate schedule.

2. Specialty rates

Specialty rates are for services/rates that are not covered by MediCal that the County has agreed to cover. Specialty rates included in the Agreement are:

- a. Collateral Services  
CPT Code 90887 - \$59.00 flat rate  
As defined in Exhibit A.I.B.2.d.
- b. Clinical Consultation  
CPT Code 99442 - \$12.00 flat rate  
As defined in Exhibit A.I.B.2.e.
- c. No Show  
Code N0000 - \$20 flat rate  
A No Show is defined as: failure of client to appear for or cancel an appointment within 24 hours of the scheduled time, documented in chart at time of appointment, verifiable in retrospective audit. No Show limit is 2 per client within the first authorization period.

Spanish, Tagalog and American Sign Language receive a differential of \$10.00. Other languages can be requested on a case-by-case basis and will be determined by the ACCESS Team at the time of authorization.

3. Beneficiaries



Contractor shall be compensated for services provided to the beneficiaries listed below when the Mental Health Plan (MHP) authorizes such services.

- a. San Mateo County Medi-Cal beneficiaries, who are Medi-Cal eligible at the time of referral and authorization;
- b. Clients who are covered by the Healthy Kids programs, a county insurance program for low-income children;
- c. Client caregivers who are covered by HealthWorx, a state insurance program for direct in-home supportive services workers;
- d. Clients that are covered by the Health Plan of San Mateo Care Advantage/Cal MediConnect program for Medicare beneficiaries; and
- e. Clients known to be uninsured for whom the MHP has assumed responsibility.

The MHP will refer and authorize services on a case-by-case basis.

#### 4. Claims

- a. Contractor shall obtain and complete HICF 1500 claim form for outpatient services, or UB 04 claim form for inpatient services rendered to beneficiaries and authorized by MHP.
- b. Contractor shall obtain a signed Assignment of Benefits (AOB) form from any dually (insurance and Medi-Cal) insured client; claims shall not be processed without an attached AOB. County reserves the right to withhold payment until a completed AOB is submitted.
- c. Contractor shall send all claims, along with evidence of authorization, to the MHP within one hundred eighty (180) days from service date. Claims that are received 180 days or more after the date of service are considered to be late claims and will be denied by County. Send all claims to:

County of San Mateo  
Behavioral Health and Recovery Services  
Attn: Provider Billing  
2000 Alameda De Las Pulgas, Suite 280  
San Mateo, CA 94403

5. Member Liability

Unless beneficiary has other health insurance coverage under Medicare, Kaiser, Blue Cross/Blue Shield, or a known insurance carrier or health plan, Contractor shall look only to the County for compensation for services provided through this agreement and, with the exception of applicable co payments levied from a third-party insurer, shall at no time seek compensation from beneficiary. County is not responsible for co-payments levied by third party insurers and shall not accept submission of claims for co-payments.

D. Prevention Education and Collaboration

Contractor shall be paid a total of THREE HUNDRED NINETEEN THOUSAND FIVE HUNDRED DOLLARS (\$319,500) for the term of the agreement. Contractor shall be reimbursed based upon completion of activities as described in Attachment B – Deliverables Payment.

1. Performance Requirements

Contractor will invoice for completed activities based on Price per Event costs outlined in Attachment B – Deliverable Payments. Adequate supporting documents will be submitted as stipulated in the Documents column of Attachment A – Deliverable Options. County and Contractor agree, in the event that Contractor fails to complete the deliverables as described in Attachment B – Deliverables Payment to the satisfaction of the County, Contractor shall invoice monthly for deliverables completed during the previous month.

2. Funding is contingent upon availability of funds for AOD prevention and upon Contractor's satisfactory progress on the contracted service deliverables as described in the approved Attachment B – Deliverables Payment.

- a. Contractor will provide the deliverables described in the approved Activities column.
- b. Contractor will review the Major Activities/deliverables completed in the Work Plan with the BHRS AOD Analyst on a quarterly basis. Any incomplete Major Activities may result in a corrective action plan, or may result in the delay or withholding of future payments
- c. If it is determined that the Contractor has not met the Major Activities deliverables by the expected Completion Dates, County may issue a corrective action plan for unmet

deliverables. Failure to adhere to the corrective action plan may result in the delay or withholding of future payments, or Contractor reimbursing the County for the contract value of any and all unmet Major Activity deliverables.

Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.

- E. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 4 of this Agreement.
- F. 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.
- G. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- H. In the event this Agreement is terminated prior to June 30, 2020, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- I. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- J. The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).
- K. At any point during the Agreement term, Contractor shall comply with all reasonable requests by County to provide a report accounting for the Grant Funds distributed by the County to the Contractor to-date.
- L. Monthly Invoice and Payment
  - 1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if

applicable) for which claim is made.

a. Direct Services/Claims

Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.

b. Indirect Services/Claims

Indirect services (services that are not claimable on the Service Reporting Form or electronically) shall be claimed on the invoice and shall be billed according to the guidelines specified in the contract.

2. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received.

Claims for Mental Health Services may be sent to:

County of San Mateo  
Behavioral Health and Recovery Services  
Contract Unit  
2000 Alameda de las Pulgas, Suite 280  
San Mateo, CA 94403

Claims for AOD Prevention Education and Collaboration may be sent to:

County of San Mateo  
Behavioral Health and Recovery Services  
BHRS – AOD Program Analyst/Stella Chau  
310 Harbor Blvd., Bldg. E  
Belmont, CA 94002

- M. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.
- N. 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.
- O. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including 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 San Mateo County BHRS.

P. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

Q. Election of Third Party Billing Process

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

1. Option One

- a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that

Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph S of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.

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

2. Option Two

- a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph S of this Exhibit B. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement through the Cost Report reconciliation.
- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during

the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

R. 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.

S. Cost Report/Unspent Funds

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the end of the fiscal year. Cost reports shall include accounting for all services provided through the Agreement for each applicable period, and separate accountings for 1) FSP services, 2) one-time expenditures, and 3) flexible funds, as applicable. Cost reports 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.

As applicable, Contractor shall also submit to County a year-end Single Audit report with the Cost Report.

2. If the annual Cost Report provided to County shows that total payment to Contractor exceeds the total actual costs for all of the services rendered by Contractor to eligible patients 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 BHRS Director or designee. By mutual agreement of County and Contractor, contract savings or "unspent funds" may

be retained by Contractor and expended the following year, provided that these funds are expended for SUD services approved by County and are retained in accordance with the following procedures.

- a. Contractor shall submit a summary calculation of any savings ninety (90) days after end of the fiscal year. The summary calculation will be a separate report from the year-end cost report. With the summary calculation Contractor shall return the amount of the savings.
- b. At the time of the submission of the summary calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the BHRS Director or designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.
- c. Contractor shall submit an accounting report of the rollover savings. This report shall include copies of the detailed expenses. The report is due ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.
- d. If the specific purpose is not yet complete as of the end of the succeeding fiscal year, contractor may request to rollover the unspent funds to the succeeding second fiscal year by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the request is approved by the BHRS Director or designee.
- e. A final accounting of the rollover funds shall be submitted ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the second fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

T. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as



published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.

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

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

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

Executed at \_\_\_\_\_ California, on \_\_\_\_\_ 20\_\_

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

Agency \_\_\_\_\_”

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 specialty mental health services included in the claim, all requirements for Contractor payment

authorization for 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.4. 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.

\*\*\* END OF EXHIBIT B \*\*\*

**ATTACHMENT A – DELIVERABLE OPTIONS**  
**JEFFERSON UNION HIGH SCHOOL DISTRICT/PACIFICA PREVENTION PARTNERSHIP**  
**FY 2018 – 2020**

<b>A. Community Education</b>	<b>Documentation Required</b>
Attend national, state, regional, and local conferences/trainings to learn evidence-based best practices for ATOD community education. Who should attend: <ul style="list-style-type: none"> <li>• Program coordinator</li> <li>• Program director</li> <li>• Someone who will be directly involved in program delivery</li> </ul>	<ul style="list-style-type: none"> <li>• Certificate(s) of completion</li> <li>• Registration confirmation</li> </ul>
Work with community partners to update education curricula.	<ul style="list-style-type: none"> <li>• Copy of curricula</li> </ul>
Conduct outreach to at least 30 organizations/groups including but not limited to PTAs, Board of Education, neighborhood associations, youth leadership groups, student body associations, Boys and Girls Club, churches, community-based organizations, and YMCA to conduct education presentation.	<ul style="list-style-type: none"> <li>• List of organizations contacted</li> <li>• Outreach plan with list of organizations, dates, and outcomes of outreach</li> </ul>
Community presentations	<ul style="list-style-type: none"> <li>• Sign in sheets that show date, location, topic, participants</li> </ul>
<b>B. Merchant Education</b>	<b>Documentation Required</b>
Research existing merchant education strategies used in other communities (CO, WA, OR) for cannabis merchant education.	<ul style="list-style-type: none"> <li>• Copies of merchant education materials reviewed</li> </ul>
Develop or adapt existing sting survey protocol to assess youth access rates to alcohol.	<ul style="list-style-type: none"> <li>• Copy of sting survey protocol</li> </ul>
Partner with law enforcement agencies to conduct youth access sting surveys in at least 3 communities.	<ul style="list-style-type: none"> <li>• Sting survey training agenda with date, location</li> <li>• Sign-in sheet of participants</li> <li>• Outcomes of activity (news story, press release)</li> </ul>
Meet with Better Business Bureau(s), chambers of commerce, business organizations, etc. to strategize best methods to conduct education of retail staff members. (alcohol)	<ul style="list-style-type: none"> <li>• Meeting notes including information on contact people, date, location, and meeting topics</li> </ul>
Disseminate merchant education packets to at least 200 alcohol retailers	<ul style="list-style-type: none"> <li>• List of retailers receiving education packets</li> </ul>

Develop or adapt educational materials to needs of local jurisdiction around cannabis education.	<ul style="list-style-type: none"> <li>• Copy of education material developed or adapted</li> </ul>
Conduct outreach to each cannabis retailer in San Mateo County and distribute education packets.	<ul style="list-style-type: none"> <li>• List of retailers reached through outreach</li> </ul>
<b>C. Media Education</b>	<b>Documentation Required</b>
Implement media education campaign to complement community education messages.	<ul style="list-style-type: none"> <li>• Copy of social media post</li> <li>• Copy of placed other media messages/ads</li> </ul>
<b>D. Policy Advocacy</b>	<b>Documentation Required</b>
Research policy advocacy initiatives implemented in states and local jurisdictions to minimize the impact of AOD.	<ul style="list-style-type: none"> <li>• Articles about policy initiatives</li> <li>• Policy language</li> </ul>
Develop at least AOD prevention policy templates.	<ul style="list-style-type: none"> <li>• Copy of policy template</li> </ul>
Meet with local policymakers to educate about the impacts of AOD and to gauge interest in considering policy options.	<ul style="list-style-type: none"> <li>• List of policymakers, dates, topics discussed, and outcomes of contact</li> </ul>
Provide information and technical assistance as needed to policy makers.	<ul style="list-style-type: none"> <li>• Log of technical assistance provided with date, name, topic and outcome of TA provided</li> </ul>
Provide training to coalition members about policy advocacy strategies to minimize the impact of AOD.	<ul style="list-style-type: none"> <li>• Training agenda with date, subject, and topics addressed</li> <li>• Sign in sheet</li> </ul>
Coordinate community input into local policy processes.	<ul style="list-style-type: none"> <li>• Copy of communications to coordinate input</li> <li>• Training agendas as appropriate</li> <li>• Talking points developed for/by participants</li> </ul>
Opioids: Identify potential kiosk locations (such as pharmacies and police departments).	<ul style="list-style-type: none"> <li>• List of feasible names and addresses of potential medication takeback kiosks, not to include locations with existing program</li> </ul>
Opioids: Conduct one-on-one educational meetings with potential kiosk locations to gauge interest in hosting a kiosk.	<ul style="list-style-type: none"> <li>• Meetings notes to include name, address, contact person, and outcomes of meetings</li> </ul>
Opioids: Connect interested locations with Environmental Health to discuss next steps for kiosk installation.	<ul style="list-style-type: none"> <li>• Communications with EHS, and</li> <li>• Documentation of installation of kiosks (news releases, pictures)</li> </ul>

<b>E. Overarching</b>	<b>Documentation Required</b>
Hallmark event	<ul style="list-style-type: none"> <li>• Event publicity flyer</li> <li>• Pictures</li> <li>• Event program</li> </ul>
Conduct at least monthly meetings with youth program participants to provide them with the knowledge and skills to address alcohol and other drugs and implement AOD prevention program planning.	<ul style="list-style-type: none"> <li>• Meeting agenda with dates, topics and</li> <li>• Meeting outcomes</li> </ul>
Each youth in the program will engage in an AOD-prevention-related activity to demonstrate the knowledge and skills they gained from the program. Activities can include community presentations, PSAs, letters to the editor, presentation at a city council meeting, school board advocacy, etc.	<ul style="list-style-type: none"> <li>• Documentation of activity conducted by program participants (parents/youth)</li> </ul>
Meet with AOD contract monitor in person or by phone monthly to provide updates or seek assistance	<ul style="list-style-type: none"> <li>• Appointment schedule-calendar with date and time</li> <li>• Meeting notes</li> </ul>
<p>Input into statewide database by the 5th of the month</p> <ul style="list-style-type: none"> <li>• Detailed</li> <li>• Clear</li> <li>• Specific</li> <li>• Relevant</li> </ul>	<ul style="list-style-type: none"> <li>• Submission confirmation-with screen shot or document (dated )</li> </ul>
<p>Administrative functions which will be measured through the annual site visit:</p> <p>Option 1: Completion of site visit requirements with no corrective action plans (CAP) will pay full \$5,000;</p> <p>Option 2: If CAPs are needed, CAPs will be submitted within 30 days of receipt of site visit outcomes (pays \$2,500); AND completion of CAP activities within 60 days (or within timeline negotiated with contract monitor) pays \$2,500.</p>	<ul style="list-style-type: none"> <li>• Copy of completed site visit report</li> <li>• Evidence of completion of CAPs, if appropriate</li> </ul>
Attend monthly countywide meetings to coordinate AOD prevention strategies.	<ul style="list-style-type: none"> <li>• Meeting agenda</li> </ul>

<b>F. SDOH</b>	<b>Documentation Required</b>
Develop a report to justify addressing at least one SDOH in your community.	<ul style="list-style-type: none"> <li>• Copy of report</li> </ul>
Attend community meetings to build your organization's capacity to address the SDOH.	<ul style="list-style-type: none"> <li>• Meeting agenda</li> <li>• Meeting minutes with list of participants present</li> </ul>
Advocate for community and/or policy makers to address the SDOH in order to minimize AOD use in your community.	<ul style="list-style-type: none"> <li>• Documentation of advocacy (picture of meeting with policymaker, meeting notes, etc.)</li> </ul>

**ATTACHMENT B – DELIVERABLES PAYMENT  
JEFFERSON UNION HIGH SCHOOL DISTRICT**

**FY 2018 – 2020**

<b>Activity</b>	<b>Number Year 1</b>	<b>Number Year 2</b>	<b>Price per Event</b>	<b>Total Year 1</b>	<b>Total Year 2</b>	<b>Contract Total</b>
<b>Community Education</b>						
1. Attend national, state, and local conferences/trainings to learn evidence-based best practices for ATOD education (\$500 to attend, \$2,000 to present)	10	10	\$500 attend \$2,000 present	\$5,000	\$5,000	\$10,000
2. Work with community partners to update education curricula (2 cannabis, 1 alcohol, 1 opioids)	3	N/A	\$500	\$1,500	N/A	\$1,500
3. Conduct outreach to at least 30 organizations/groups including but not limited to PTAs, Board of Education, neighborhood associations, youth leadership groups, student body associations, Boys and Girls Clubs, churches, community-based organizations, and YMCAs to conduct ATOD education presentations	1	1	\$2,000	\$2,000	\$2,000	\$4,000
4. Conduct community presentations. (34 cannabis, 6 alcohol, 24 opioids)	32	32	\$500	\$16,000	\$16,000	\$32,000
<b>Merchant Education</b>						
5. Research existing merchant education strategies used in other communities (CO, WA, OR) for cannabis merchant education	1	N/A	\$5,000	\$5,000	N/A	\$5,000
6. Develop or adapt existing cannabis sting survey protocol to assess youth access rates to cannabis.	1	N/A	\$1,000	\$1,000	N/A	\$1,000
7. Partner with law enforcement agencies to conduct youth access sting surveys. (1 cannabis \$1,000, 8 alcohol \$3,000)	5	4	\$1,000 cannabis \$3,000 alcohol	\$13,000	\$12,000	\$25,000
8. Meet with Better Business Bureau(s), chambers of commerce, business organizations, etc. to strategize best methods to conduct education of retail staff members. (alcohol)	1	1	\$2,000	\$2,000	\$2,000	\$4,000
9. Disseminate merchant education packets to at least 200 retailers	1	1	\$5,000	\$5,000	\$5,000	\$10,000

Activity	Number Year 1	Number Year 2	Price per Event	Total Year 1	Total Year 2	Contract Total
10. Develop or adapt educational materials to needs of local jurisdiction around cannabis education.	1	N/A	\$1,000	\$1,000	N/A	\$1,000
11. Conduct outreach to each cannabis retailer in San Mateo County and distribute education packets.	6	6	\$200 per retailer	\$1,200	\$1,200	\$2,400
<b>Media Education</b>						
12. Implement media education campaign to complement community education messages.	48	48	\$200 social media \$1,000 other media	\$9,600	\$9,600	\$19,200
<b>Policy Advocacy</b>						
13. Research policy advocacy initiatives implemented in states and local jurisdictions to minimize the impact of AOD. (cannabis, alcohol)	2	N/A	\$5,000	\$10,000	N/A	\$10,000
14. Develop an AOD prevention policy template. (cannabis, alcohol)	2	N/A	\$1,000	\$2,000	N/A	\$2,000
15. Meet with at least 10 local policymakers to educate about the impacts of cannabis and gauge interest in policy options. (15 cannabis, 5 alcohol)	10	10	\$500	\$5,000	\$5,000	\$10,000
16. Provide information and technical assistance to policy makers as needed.	1	1	\$500	\$500	\$500	\$1,000
17. Provide training to coalition members about policy advocacy strategies to minimize the impact of AOD.	1	1	\$5,000	\$5,000	\$5,000	\$10,000
18. Coordinate community input into local policy processes.	2	2	\$5,000	\$10,000	\$10,000	\$20,000
19. Identify potential kiosk locations (such as pharmacies and police departments) for drug disposal program.	1	1	\$1,000	\$1,000	\$1,000	\$2,000
20. Conduct one-on-one educational meetings with potential kiosk locations to gauge interest in hosting a kiosk for drug disposal program.	1	1	\$5,000	\$5,000	\$5,000	\$10,000
21. Connect interested locations with Environmental Health to discuss next steps for kiosk installation.	1	1	\$2,000	\$2,000	\$2,000	\$4,000
<b>Overarching Activities</b>						
22. Hallmark event	1	1	\$5000	\$5,000	\$5,000	\$10,000
23. Conduct at least monthly meetings with the youth program participants to provide them with the knowledge and skills	90	90	\$500	\$45,000	\$45,000	\$90,000



Activity	Number Year 1	Number Year 2	Price per Event	Total Year 1	Total Year 2	Contract Total
to address ATOD and implement ATOD prevention program planning.						
24. Youth in the program will engage in AOD-prevention related activity to demonstrate the knowledge and skills they gained from the program. Activities can include community presentations, PSAs, letters to the editor, presentation at a city council meeting, school board advocacy, etc.	5	5	\$500	\$2,500	\$2,500	\$5,000
25. Meet with AOD contract monitor in person or by phone at least monthly to provide updates and seek assistance.	12	12	\$100	\$1,200	\$1,200	\$2,400
26. Input into statewide database by the 5 <sup>th</sup> of the month.	12	12	\$200	\$2,400	\$2,400	\$4,800
27. Administrative functions which will be measured through the annual site visit: Option 1: Completion of site visit requirements with no corrective action plans (CAP) will pay full \$5,000; Option 2: If CAPs are needed, CAPs will be submitted within 30 days of receipt of site visit outcomes (pays \$2,500); AND completion of CAP activities within 60 days (or within timeline negotiated with contract monitor) pays \$2,500.	1	1	\$5,000	\$5,000	\$5,000	\$10,000
28. Attend monthly countywide meetings to coordinate AOD prevention strategies.	12	12	\$200	\$2,400	\$2,400	\$4,800
<b>Social Determinants of Health (SDOH)</b>						
29. Develop a report to justify addressing at least one SDOH in your community.	1	1	\$2,000	\$2,000	\$2,000	\$4,000
30. Attend community meetings to build your organization's capacity to address the SDOH.	6	6	\$200	\$1,200	\$1,200	\$2,400
31. Advocate for community and/or policy makers to address the SDOH in order to minimize AOD in your community.	2	2	\$500	\$1,000	\$1,000	\$2,000
<b>TOTAL</b>				<b>\$170,500</b>	<b>\$149,000</b>	<b>\$319,500</b>

**Attachment C**  
**Election of Third Party Billing Process**

Effective July 1, 2005, San Mateo County Behavioral Health and Recovery Services (SMCBHRS) will be required to bill all other insurance (including Medicare) before billing Medi-Cal for beneficiaries who have other coverage in addition to Medi-Cal. This is called "serial billing." All claims sent to Medi-Cal without evidence of other insurance having been billed first will be denied.

In order to comply with the serial billing requirement, you must elect which of the two following options to use in our contract with you. In either case, you will need to establish the eligibility of your clients through the completion of the standard form (Payor Financial Form) used to collect this information. Please select and complete one of the two options below:

Option One

Our agency will bill other insurance, and provide SMCBHRS with a copy of the Explanation of Benefits provided by that insurance plan before billing SMCBHRS for the remainder.

We Jefferson Union High School District elect option one.

\_\_\_\_\_  
Signature of authorized agent

\_\_\_\_\_  
Name of authorized agent

\_\_\_\_\_  
Telephone number

Option Two

Our agency will provide information to San Mateo County Behavioral Health and Recovery Services (SMCBHRS) so that SMCBHRS may bill other insurance before billing Medi-Cal on our agency's behalf. This will include completing the attached client Payor Financial Form and providing it to the SMCBHRS Billing Office with the completed "assignment" that indicates the client's permission for SMCBHRS to bill their insurance.

We Jefferson Union High School District elect option two.

K. Baca  
Signature of authorized agent

Kareen Baca  
Name of authorized agent

650-5507947  
Telephone number

Please note if your agency already bills private insurance including Medicare for services you provide, then you must elect Option One. This is to prevent double billing. Please return this completed form to:

Doreen Avery, Revenue and Reimbursement Manager  
Behavioral Health and Recovery Services  
2000 Alameda de las Pulgas, Suite 280  
San Mateo, CA 94403  
(650) 573-2284

Attachment D – Agency Payor Financial

Client ID <i>(Do name search):</i> _____	Client Date of Birth (Required): _____	SSN (Required): _____
Last Name: _____	First Name: _____	M.I. _____
Alias or other names used: _____		Undocumented? <input type="checkbox"/> Yes <input type="checkbox"/> No
Does Client have Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No    Share of Cost Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No Client's Medi-Cal Number (CIN Number)? _____ <i>Please attach copy of MEDS screen. If client has Full Scope Medi-Cal and no other insurance coverage, skip the remaining sections of this form and fax to MIS/Billing Unit (650) 573-2110.</i>  Is client potentially eligible for Medi-Cal benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No    Client referred to Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of Referral: _____    Is this a Court-ordered Placement? <input type="checkbox"/> Yes <input type="checkbox"/> No Does Client have Medicare? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please check all that apply ___ Part A   ___ Part B   ___ Part D What is the Client's Medicare Number (HIC Number)? _____ Signed Assignment of Benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No    Please attach copy of Medicare card		
<b>Responsible Party's Information (Guarantor):</b> Name: _____    Phone: _____ Relationship to Client: _____ <input type="checkbox"/> Self Address: _____    City: _____ State: _____    Zip Code: _____ <input type="checkbox"/> Refused to provide Financial Information and will be charged full cost of service.		
<b>3<sup>rd</sup> Party Health Insurance Information</b> Health Plan or Insurance Company (Not employer) Company Name: _____    Policy Number: _____ Street Address: _____    Group Number: _____ City: _____    Name of Insured Person: _____ State: _____    Zip: _____    Relationship to Client: _____ Insurance Co. phone number: _____    SSN of Insured Person (if other than client): _____ Please attach copy of insurance card (front & back)    Signed Assignment of Benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Does the client have Healthy Kids Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No    If Yes, please attach copy of insurance card (front & back)		
Does the client has HealthWorx Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No    If Yes, please attach copy of insurance card (front & back)		
<b>Client Authorization</b> I affirm that the statements made herein are true and correct. I understand that I am responsible for paying the UMDAP liability amount or cost of treatment received by myself or by members of my household during each 1-year period. If the cost of service is more that the UMDAP liability amount, I will pay the lesser amount. It is my responsibility and I agree to provide verification of income, assets and expenses. If I do not authorize, I will be billed in full for services received. I authorize San Mateo County Mental Health to bill all applicable mental health services to Medi-Care and/or my insurance plan, including any services provided un 26.5. I authorize payment of healthcare benefits to San Mateo County Mental Health.		
Signature of Client or Authorized Person _____		Date _____
Client refused to sign Authorization: <input type="checkbox"/> Please check, if applicable Date: _____ Reason _____ Name of Interviewer: _____ Phone Number: _____ Best time to contact _____ Fax completed copy to: MIS/Billing Unit (650)573-2110		

Attachment D – Agency Payor Financial

Client ID ( <i>Do name search</i> ):	Client Date of Birth (Required):	SSN (Required):
Last Name:	First Name:	M.I.
Alias or other names used:		Undocumented? <input type="checkbox"/> Yes <input type="checkbox"/> No
Does Client have Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No    Share of Cost Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No Client's Medi-Cal Number (CIN Number)? _____ <b>Please attach copy of MEDS screen. If client has Full Scope Medi-Cal and no other insurance coverage, skip the remaining sections of this form and fax to MIS/Billing Unit (650) 573-2110.</b>  Is client potentially eligible for Medi-Cal benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No    Client referred to Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of Referral: _____    Is this a Court-ordered Placement? <input type="checkbox"/> Yes <input type="checkbox"/> No Does Client have Medicare? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please check all that apply _____ Part A    _____ Part B    _____ Part D What is the Client's Medicare Number (HIC Number)? _____ Signed Assignment of Benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Please attach copy of Medicare card</b>		
<b>Responsible Party's Information (Guarantor):</b> Name: _____ Phone: _____ Relationship to Client: _____ <input type="checkbox"/> Self Address: _____ City: _____ State: _____ Zip Code: _____ <input type="checkbox"/> Refused to provide Financial Information and will be charged full cost of service.		
<b>3rd Party Health Insurance Information</b> Health Plan or Insurance Company (Not employer) Company Name: _____ Policy Number: _____ Street Address: _____ Group Number: _____ City: _____ Name of Insured Person: _____ State: _____ Zip: _____ Relationship to Client: _____ Insurance Co. phone number: _____ SSN of Insured Person (if other than client): _____ Please attach copy of insurance card ( <i>front &amp; back</i> )    Signed Assignment of Benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Does the client have Healthy Kids Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No    If Yes, please attach copy of insurance card ( <i>front &amp; back</i> )		
Does the client has HealthWorx Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No    If Yes, please attach copy of insurance card ( <i>front &amp; back</i> )		
<b>Client Authorization</b> I affirm that the statements made herein are true and correct. I understand that I am responsible for paying the UMDAP liability amount or cost of treatment received by myself or by members of my household during each 1-year period. If the cost of service is more that the UMDAP liability amount, I will pay the lesser amount. It is my responsibility and I agree to provide verification of income, assets and expenses. If I do not authorize, I will be billed in full for services received. I authorize San Mateo County Mental Health to bill all applicable mental health services to Medi-Care and/or my insurance plan, including any services provided un 26.5. I authorize payment of healthcare benefits to San Mateo County Mental Health.		
Signature of Client or Authorized Person _____		Date _____
<b>Client refused to sign Authorization:</b> <input type="checkbox"/> Please check, if applicable Date: _____ Reason _____ Name of Interviewer: _____ Phone Number: _____ Best time to contact _____ <b>Fax completed copy to: MIS/Billing Unit (650)573-2110</b>		

ATTACHMENT E

FINGERPRINTING CERTIFICATION

Contractor hereby 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. Additionally, Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement will be fingerprinted and: (check a or b)

- X a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).
b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

Jefferson Union High School District
Name of Contractor

[Handwritten Signature]
Signature of Authorized Official

Kareen Baca
Name (please print)

Associate Superintendent of Ed. Services
Title (please print)

09/30 /2018
Date