

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO  
AND ALTERNATIVE FAMILY SERVICES**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called “County,” and Alternative Family Services, hereinafter called “Contractor.”

\* \* \*

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; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing Specialty Mental Health Services for the San Mateo County Health System, Behavioral Health and Recovery Services Division.

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

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A — Services
- Exhibit B — Payments and Rates
- Attachment A — BHRS Contractor Requirements
- Attachment B — MH CalAim Outpatient Service Codes & Rates
- Attachment H — HIPAA Business Associate Requirements
- Attachment I — § 504 Compliance

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, 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 TWO MILLION FOUR HUNDRED SIXTY-THREE THOUSAND DOLLARS (\$2,463,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or

expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 1, 2024, through June 30, 2026.

**5. Termination**

This Agreement may be terminated by Contractor or by the Chief of San Mateo County Health or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the 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.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract 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 contract materials if permitted by law.

**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 County and that neither

Contractor nor its employees acquire any 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.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it 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 without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

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.

**b. 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, that (a) 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) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. 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:

- (a) Comprehensive General Liability.....\$1,000,000
- (b) Motor Vehicle Liability Insurance..... \$1,000,000
- (c) 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.

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, 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, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. 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, regulation, or executive order, the requirements of the applicable law, regulation, or executive order 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 4.107 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. (This paragraph may be deleted without County Attorney Review if not relevant to this agreement)

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

**12. Non-Discrimination and Other Requirements**

**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 individual with a disability 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 any services 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**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**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 Executive Officer 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 Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 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 the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 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 Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer 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.

#### **h. 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.

#### **13. Anti-Harassment Clause**

Employees of Contractor and County shall not harass (sexually or otherwise) or bully or discriminate against each other's employee 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. Any misconduct by Contractor's employees towards County employees may be grounds for termination of the Contract. Contractor shall timely address any allegations of their employee's misconduct by a County employee including immediately removing that employee from work on the Contract.

#### **14. Compliance with County 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 unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

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

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable 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 representative, 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.

**16. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated 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; Venue**

The validity of this Agreement and of its terms, 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 or conflict 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 shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or 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: Marsha Lewis-Akyeem / Chief Executive Officer  
Address: 8795 Folsom Blvd, Suite 101, Sacramento, CA 95826  
Telephone 916-202-7480  
Email: [MLewis@afs4kids.org](mailto:MLewis@afs4kids.org)

In the case of Contractor, to:

Name/Title: Regina Moreno / Clinical Services Manager II  
Address: 222 Paul Scannell Drive, San Mateo, CA 94402  
Telephone: 650-312-5352  
Email: [RMoreno@smcgov.org](mailto:RMoreno@smcgov.org)

**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. 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 forfeit of any right to compensation under this Agreement.

**21. Prevailing Wage**

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: ALTERNATIVE FAMILY SERVICES

<small>DocuSigned by:</small> <i>Marsha Lewis</i> <small>BA2A0AD32F474AB...</small>	04/11/2024	Marsha Lewis
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

Exhibit A  
Alternative Family Services  
FY 2023-2026

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I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

In full consideration of the payments herein provided for, Contractor shall provide Specialty Mental Health Services which encompass Intensive Home-Based Services (IHBS), Intensive Care Coordination (ICC), and Therapeutic Foster Care (TFC) Services authorized by the San Mateo County Behavioral Health and Recovery Services (BHRS) to San Mateo County youth and families and as meet medical necessity. These services will encompass community services and support: physical, behavioral, and mental health support; life and social support; transitional support services for children/youth and families who assume permanency; services for transition-aged youth; services for non-minor dependents; trauma-informed practices and supports for children and youth; and treatment services. Alternative Family Services' (AFS) Outpatient Behavioral Health (OBH) program is grounded in the principles of trauma-informed care, cultural humility, and California's Integrated Core Practice Model (ICPM). The Child and Family Team (CFT) approach is designed to improve safety, well-being and permanency, and to promote youth and family voice at each step in the process.

II. TYPES OF SERVICES

A. Intensive Care Coordination (ICC)

ICC is a targeted case management service that facilitates assessment of, care planning for, and coordination of services to beneficiaries under 21 who are eligible for full-scope Medi-Cal services and who meet medical necessity criteria for these services. ICC service components include: assessing, service planning and implementation, monitoring and adapting, and transition. ICC services are provided through the principles of the Integrated Core Practice Model (ICPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a child, their family, and involved child-serving systems.

B. Intensive Home-Based Services (IHBS)

IHBS are individualized, strength-based interventions designed to correct or ameliorate mental health conditions that interfere with a child or youth's functioning and are aimed at helping the child or youth build skills necessary for successful functioning in the home and community, and improving the child's or youth's family's ability to help the child or youth successfully function in the home and

community. IHBS services are provided according to an individualized treatment plan developed in accordance with the ICPM by the CFT in coordination with the family's overall service plan. They may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral. IHBS is provided to beneficiaries under 21 who are eligible for full-scope Medi-Cal services and who meet medical necessity criteria.

### C. Therapeutic Foster Care (TFC)

This model allows for the provision of short-term, intensive, highly coordinated, trauma informed and individualized specialty mental health services (SMHS) activities (plan development, rehabilitation and collateral) to children and youth up to age 21 who have complex emotional and behavioral needs and who are placed with trained, intensely supervised and supported TFC parents. The TFC parent serves as a key participant in the therapeutic treatment process of the child or youth. TFC is intended for children and youth who require intensive and frequent mental health support in a family environment. The TFC service model allows for the provision of certain SMHS activities (plan development, rehabilitation and collateral) available under the Early Periodic Screening, Diagnostic and Treatment (EPSDT) benefit as a home-based alternative to high level care in institutional settings such as group homes and an alternative to Short Term Residential Therapeutic Programs (STRTPs).

## III. SCOPE OF SERVICES

### A. Intensive Care Coordination:

1. AFS will provide ICC comprehensive trainings to BHRS Child/Youth clinical staff. These ICC trainings will equip BHRS child/youth clinical staff with the necessary skills and knowledge to effectively deliver ICC services to clients whenever clinically indicated.
2. AFS ICC Coordinator will ensure the following:
  - Ensure that medically necessary services are accessed, coordinated, and delivered in a strengths-based, individualized, and culturally and linguistically relevant manner, and that services and supports are guided by family voice and choice and the needs of the child/youth;
  - Ensure that medically necessary mental health services included in the child's/youth's plan are effectively and comprehensively assessed, coordinated, delivered, transitioned, and/or reassessed, as necessary, in a way that is consistent with the full intent of the ICPM;
  - Facilitate a collaborative relationship among the child or youth, their family, and involved child-serving systems;

- Provide support and validation to gain trust to develop and maintain a constructive and collaborative relationship among the child or youth, their family, and involved child-serving systems;
- Support the parent/caregiver in meeting their child's or youth's needs;
- Ensure services are provided that equip the parent/caregiver to meet the child's/youth's mental health treatment and care coordination needs, as described in the child's/ youth's plan;
- Help establish the CFT and provide ongoing support; and
- Provide care planning and monitoring to ensure that the plan is aligned with, and coordinated across, the mental health and child/youth-serving systems, to allow the child/youth to be served in his/her community, in the least restrictive setting possible.
- Gather information and determine the needs of the child/youth and family, including strengths and underlying needs.
- The ICC Coordinator and the CFT should reassess the strengths and needs of children and youth and their families, at least every 90 days, and as needed.

### 3. Eligibility Criteria

Client must:

- Be a San Mateo County resident
- Meet Medical Necessity (i.e. a clinical assessment must have been completed)
- Be under the age of 21 with full scope Medi-Cal or are involved in two or more child-serving systems (e.g., Special Education, Probation, Child Welfare, Medical, Drug & Alcohol, Regional Center)
- Have more intensive needs than those typically addressed with TCM
- Meet eligibility criteria based on ICC/IHBS/TFC Eligibility form

## B. Intensive Home-Based Services

1. IHBS activities support the engagement and participation of the child/youth and their significant support persons.

2. IHBS service activities include, but are not limited to:

- Medically necessary, skill-based interventions for the remediation of behaviors or improvement of symptoms, including, but not limited to, the implementation of a positive behavioral plan, and/or modeling interventions for the child's/youth's family and/or significant others, to assist them in implementing the strategies;

- Development of functional skills to improve self-care, self-regulation, or other functional impairments, by intervening to decrease or replace non-functional behavior that interferes with daily living tasks, or to avoid exploitation by others;
- Development of skills or replacement behaviors that allow the child or youth to fully participate in the CFT and service plans, including, but not limited to, the client plan and/or child welfare service plan;
- Improvement of self-management of symptoms, including self-administration of medications, as appropriate;
- Education of the child/youth and/or their family or caregiver(s) about, and how to manage, the child's/youth's mental health disorder or symptoms;
- Support of the development, maintenance, and use of social networks, including the use of natural and community resources;
- Support to address behaviors that interfere with the achievement of a stable and permanent family life;
- Support to address behaviors that interfere with seeking and maintaining a job;
- Support to address behaviors that interfere with a child's or youth's success in achieving educational objectives in a community academic program; and
- Support to address behaviors that interfere with transitional independent living objectives, such as seeking and maintaining housing and living independently.

3. IHBS service authorization will be consistent with BHRS's process for authorizing mental health services.

4. Deliver IHBS to the specified number of unduplicated children/youth

5. Implement individualized IHBS plans based on assessed needs

6. Monitor and adjust IHBS services as required during the 6-month duration

7. IHBS service settings

- IHBS may be provided in any setting where the child or youth is naturally located, including the home (biological, foster, or adoptive), schools, recreational settings, childcare centers, and other community settings.
- IHBS is available wherever and whenever needed, including weekends and evenings.
- IHBS is typically (but not only) provided by paraprofessionals under clinical supervision. Peers, including parent partners, may provide IHBS.

### C. Therapeutic Foster Care

1. AFS is responsible for maintaining their California licensed Foster Family Agency (FFA) status and meet licensure and accreditation requirements, established by the

California Department of Social Services (CDSS), to approve foster homes and accept children and youth for placement from county placing agencies. AFS must also meet applicable Medi-Cal SMHS provider requirements and be certified by the county Mental Health Plan (MHP) as a Medi-Cal provider. Additionally, AFS must have a contract with the MHP to provide SMHS as a TFC Agency.

2. AFS is responsible for ensuring that the TFC parent meets both Resource Family Approval (RFA) program standards and the required qualifications as a TFC parent.

- The TFC parent will work under the supervision of AFS, and under the direction of a Licensed Mental Health Professional (LMHP) or a Waivered or Registered Mental Health Professional (WRMHP) employed by AFS.
- The LMHP/WRMHP will provide direction to the TFC parent and ensure the TFC parent follows the client plan.
- AFS's LMHP/WRMHP assumes ultimate responsibility for directing the interventions provided by the TFC parent and ensuring that the TFC parent follows the client plan.

3. AFS will provide oversight of a network of TFC parents.

4. AFS activities include:

- Recruiting, approving, and annually re-approving TFC parents, following the RFA process, as well as Medi-Cal SMHS requirements as a TFC parent who can meet the diverse therapeutic needs of the child/youth;
- Focused recruiting of TFC parents in San Mateo County;
- Providing at a minimum, 40-hours of required training for the TFC parent, before the TFC parent provides TFC;
- Actively participating in the CFT to identify supports for the child/youth and family, including linking the child or youth with a TFC parent who can best meet the child's or youth's individual needs;
- Integrating the TFC parent and appropriate staff into the existing CFT;
- Providing competency-based training to the TFC parent, both initially and ongoing;
- Providing ongoing supervision and intensive support to the TFC parent;
- Monitoring the child's/youth's progress in meeting client plan goals related to TFC;
- Maintaining documentation (progress notes) related to interventions used by the TFC parent to assist the child/youth in meeting the child's/youth's client plan goals;
- Providing Medi-Cal-related reports to the MHP or designee, as required;
- Providing other supports to the TFC parent and child or youth (i.e. parent partner and/or youth mentor); and
- As it relates to the care of the individual child/youth, Contractor is responsible for the following:



- Collaborating and coordinating with the ICC coordinator and the CFT in the development and implementation of the client plan;
- Assessing the child's/youth's progress in meeting client plan goals related to the provision of TFC, and communicating progress through the CFT; and
- Incorporating evidence-informed practices in the training of TFC parents and the treatment of the child or youth.

#### 5. Role of TFC Parent

- The TFC parent serves as a key participant in the therapeutic treatment process of the child or youth.
- The TFC parent will provide TFC under the oversight of AFS, and under the direction of an LMHP or a WRMHP employed by AFS.
- The TFC parent will assist the child/youth to achieve client plan goals and objectives; improve functioning and well-being; and help the child/youth remain in a family-like home, in a community setting, thereby avoiding residential, inpatient, or institutional care.
- The TFC parent must meet and comply with all basic foster care or resource parent requirements, as set forth in California Code of Regulations (CCR) Title 22, Division 6, Chapter 9.5 and Welfare and Institutions (W&I) Code 16519.5; and the Written Directives issued by CDSS to administer the Resource Family Approval (RFA) program operated by counties. Every TFC parent will be required to meet RFA standards.
- The TFC parent must meet and comply with the following requirements related to their role as a TFC parent(s):
  - The TFC parent must be at least 21 years old and must meet California's Medicaid rehabilitation provider qualifications for "other qualified provider"<sup>21</sup> (i.e., has a high school diploma or equivalent degree).
  - The TFC parent must meet provider qualifications and other requirements regarding certification, oversight, etc., as established by the county MHP. The process for a resource parent to become a TFC parent will be determined by the TFC Agency, in accordance with its contract with the MHP.
  - The TFC parent, including a relative caregiver, must be a resource family. Any additional processes regarding background checks and screenings will be determined by the MHP.
  - The TFC parent must have forty (40) hours of initial TFC parent training provided by AFS, which must be completed prior to the parent being eligible to provide services as a TFC parent. An outline and agenda of the 40-hour training shall be provided to, and approved by, the MHP as a part of the contract.
  - The TFC parent must complete twenty-four (24) hours of annual, ongoing training, provided by AFS, related to providing TFC. This ongoing, annual training includes an emphasis on skill development and application and SMHS knowledge acquisition and can be provided in a variety of formats (videos, readings, internet training, and webinars).

- The TFC parent also will need to have a National Provider Identifier (NPI) number.
- 40 hours of required initial TFC parent training shall include the following at a minimum
  - Introduction to TFC services and the TFC parent role in mental health treatment planning;
  - Working with children who have been abused, neglected and/or delinquent;
  - Trauma-informed care;
  - Developmental stages and age appropriate interventions;
  - Prevention of aggressive behavior and de-escalation techniques;
  - Positive behavioral reinforcement techniques;
  - Behavior management techniques;
  - Introduction to individualized mental health treatment of children;
  - Effective communication and relationship building techniques;
  - Understanding and monitoring medications;
  - Crisis management/de-escalation techniques that do not require physical intervention;
  - Cultural competence and culturally responsive services;
  - Client sensitivity training [including stories and content developed and delivered by peer roles (e.g. foster parents, former foster youth, bio parents, etc.)];
  - Training around stress and wellbeing/self-care;
  - Involvement and role in the Child and Family Team (CFT);
  - Progress notes training/medical necessity criteria;
  - Health Insurance Portability and Accountability Act (HIPAA); and
  - Access to other medically necessary Specialty Mental Health Services (SMHS).

#### 6. Annual TFC Parent Evaluation

- AFS will conduct an annual TFC parent evaluation, to determine any additional training or needs or issues that must be addressed for that person to continue to be successful in his/her role as a TFC parent.
- This evaluation will incorporate input from the CFT members, as well as a self-evaluation by the TFC parents. In addition, the evaluation should be strengths-based and solution-focused,

#### 7. TFC Components and Activities

- Plan Development
  - The TFC parent will participate in care planning, monitoring, and review processes, as a member of the CFT meeting.
  - The TFC parent also will observe, monitor, and alert AFS and members of the CFT about changes in the child's or youth's needs.
- Rehabilitation
  - The TFC parent will implement interventions, as directed by the LMHP/WRMHP, which include trauma-informed rehabilitative treatment strategies set forth in the child's or youth's client plan.
- Collateral

- The TFC parent will meet the needs of the child or youth in achieving their client plan goals by reaching out to significant support person(s), and by providing consultation and/or training for needed medical, vocational, or other services to assist in better utilization of SMHS by the child or youth.
- TFC Authorization
  - TFC service authorization should be consistent with the MHP process for authorizing SMHS. The progress of TFC should be reviewed, in coordination with the CFT, at least every three (3) months, and as needed.

#### 8. Discharge

- Contractor shall establish a projected discharge plan for each client in collaboration with the client's CFT. The client and TFC parents shall be critical members of the treatment team.
- Contractor shall discharge a client when the treatment goals have been met after having discussed termination with the client, TFC parents, the CFT, and appropriate professionals (e.g., Child Welfare Worker or Probation Officer), as needed. Contractor shall make recommendations for other appropriate services as needed upon discharge.

#### D. Child and Family Team Meetings

- a. Contractor will schedule and coordinate CFT meetings in collaboration with CFT members.
- b. Contractor will provide details to the CFT members during meetings regarding referral assignments, progress, and challenges.
- c. Contractor will review and discuss the child/youth's reassessment of strengths and needs
- d. Each CFT meeting must have a facilitator provided by Contractor
- e. The role of the facilitator is to:
  - i. Actively support the agenda
  - ii. Help to identify needed contacts
  - iii. Build consensus within the team around collaborative plans
  - iv. Ensure that family voice and choice is heard throughout the entire teaming process
  - v. Consider the preferences of the child/youth and family members
  - vi. May be influenced by the focus of the CFT meeting
- f. Use CFT meetings to discuss and plan for transition and discharge processes.

#### IV. Populations to be served

#### A. ICC and IHBS

1. ICC and IHBS are provided through the EPSDT benefit to all children and youth who:
  - i. Are under the age of 21;
  - ii. Are eligible for the full scope of Medi-Cal services; and
  - iii. Meet medical necessity criteria for SMHS.
2. ICC and IHBS must be provided to all children and youth who meet medical necessity criteria for those services. Membership in the Katie A. subclass is not a prerequisite to receiving ICC and IHBS. (DHCS MHSUDS Information Notice No: 16-004.).
3. Services are appropriate for children and youth with more intensive needs who are in, or at risk of, placement in residential or hospital settings, but could be effectively served in the home and community.
4. SMC BHRS has a responsibility to determine if children and youth who meet medical necessity criteria need ICC and IHBS.

#### B. TFC

1. TFC is provided under the EPSDT benefit to all children and youth who:
  - i. Are under the age of 21;
  - ii. Are eligible for the full scope of Medi-Cal services; and
  - iii. Meet medical necessity criteria for SMHS
2. SMC BHRS has a responsibility to determine if children and youth who meet medical necessity criteria need TFC.
3. For TFC services, Contractor shall serve foster children and youth who are at risk of entering a higher level of care or are stepping down from a higher level of care.

### V. Specific Deliverables Expected

A. ICC and/or IHBS Services: Provide services to 50-60 unduplicated children/youth (0-21 Years) annually with an average duration of 6 months.

B. TFC Services: Establish TFC placements, in San Mateo County preferably or other Bay Area counties for a range of two to four children/youth annually. The expectation is that all services will be provided in-person except for CFT meetings, which can be attended via a virtual platform or hybrid model. Virtual CFT meetings will need to be HIPAA compliant when video conferencing technology (such as Zoom, Teams, etc.) is used.

### VI. Client Eligibility Criteria

- Client must be San Mateo County residents.
- ICC

- Meet Medical Necessity (i.e. a clinical assessment must have been completed)
- Are under the age of 21 with full scope Medi-Cal or are involved in two or more child-serving systems (e.g., Special Education, Probation, Child Welfare, Medical, Drug & Alcohol, Regional Center)
- Have more intensive needs than those typically addressed with TCM and/or require cross-agency collaboration
- 
- IHBS service authorization will be consistent with the BHRS's process for authorizing specialty mental health services.
- Client must meet eligibility criteria based on ICC/IHBS/TFC Eligibility form.
- TFC limitation of services:
  - Per the California Welfare and Institutions Code Section 18360, only one child or youth per home can receive TFC services by the TFC parent at any point in time.
  - TFC services are not reimbursable on days when Psychiatric Inpatient Hospital Services, Psychiatric Health Facility Services, or Psychiatric Nursing Facility Services are reimbursed, except on the day of admission or discharge.
  - TFC services are not reimbursable when a child/youth is awaiting adjudication in a juvenile detention facility or detained in an adult jail.

## VII. Referral Process to Program

Contractor shall only provide services to children and youth who have been authorized and approved by BHRS for ICC/IHBS and/or TFC services.

## VIII. Service Documentation and Records

- Contractor shall maintain service documentation and records in sufficient detail to facilitate the evaluation of services, data reporting requirements, evidence of services provided and/or compliance with legal requirements. The records shall also contain all data necessary to comply with the reporting requirements of the respective state department/agencies and in accordance with BHRS documentation guide.
- ICC/IHBS/TFC documentation requirements should be consistent with the MHP's policies and procedures, and in accordance with the contract between DHCS and the MHP.
- Maintain detailed records of ICC and IHBS services provided to each child/youth.

- Document outcomes, progress, and any changes in the child/youth's situation.
- Provide regular reports to BHRS coordinator summarizing the status of each case.
- Ensure compliance with all reporting requirements outlined in the contract.

## IX. Staffing Requirements

1. 2.0 FTE Licensed Practitioner of the Healing Arts (LPHA) (Clinician/Clinician Associate)
2. 2.0 FTE Mental Health Rehabilitation Specialist (MHRS) level staff (Parent Partner)
3. Average # of hours per client
  - a. 3 hours/month per ICC client
  - b. 4 hours/week per IHBS client
  - c. 1.5 hours/week per TFC client

## X. Training Requirements

Recruitment, hiring and retention strategies, including training of staff, will promote the following core values:

- a. Cultural Responsiveness: staffing objectives that reflect the cultural and linguistic diversity of the communities to be served to ensure staff can provide services in a culturally and linguistically appropriate manner.
  - i. Staff with fluency in the languages spoken by communities to be served is preferred, but not required.
  - ii. Staff will have specific cultural expertise in working with their target population
- b. Trauma-Informed: staff will have a practical understanding of trauma-informed approaches.

## XI. Staff Training

Training requirements for all contracted agency staff is 20 hours of training per staff per year. Topics must include at a minimum:

- a. Confidentiality; HIPAA
- b. Compliance; Fraud, Waste and Abuse

- c. Cultural Humility; Sexual Orientation and Gender Identity (SOGI)
- d. Critical Incident Management
- e. Interpreter (if using service)
- f. Specialty Mental Health Training

## XII. Evaluation, Tracking and Reporting Requirements

- Contractor will provide BHRS with a complete description of the methodology and procedure used to evaluate its programs.
- The Program Manager and Supervisor of the BHRS Division or designee will meet at least monthly and as needed to evaluate Contractor's performance and evaluate progress.
- Contractor will submit a quarterly report demonstrating performance. This quarterly report will be due no later than Day 10 of every 3 months.

## XIII. GOALS AND OBJECTIVES

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

Goal 1: Decrease functional impairments/risk behaviors and improve clinical condition/quality of life for children, youth, and families.

Objective 1: The CANS ratings will demonstrate improvement in the domain of behavioral and emotional needs and in the domain of risk behaviors.

Goal 2: Stabilize children, youth, and families in their living situations and prevent moves to higher levels of care.

Objective 2: At least sixty percent (60%) of customer survey respondents will rate their living situations stable.

Goal 3: Increase natural supports and stepping down services for children/youth as clinical progress is made.

Objective 3: The CANS ratings will demonstrate improvement in the domain of life functioning and in the domain of strengths.

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

Exhibit B  
Alternative Family Services  
FY 2023-2026

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In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

I. PAYMENTS

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed TWO MILLION FOUR HUNDRED SIXTY-THREE THOUSAND DOLLARS (\$2,463,000).

B. Rates and Method of Payment

Contractor shall invoice the County for aforementioned services set forth in Exhibit A.

RATES

**Therapeutic Foster Care (TFC) - \$387.95/day**

See Attachment B for **\*\*RATES BY PRACTITIONER TYPE**

**\*\*NOT ALL RATES ON ATTACHMENT B ARE APPLICABLE ON THIS CONTRACT**

1. Year 1 (03/01/24 -06/30/24)

The maximum amount County shall be obligated to pay Contractor for services under this Agreement for this fiscal year shall not exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000)

Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A. Unless otherwise authorized by the Chief of San Mateo County Health or



designee, the monthly payment by County to Contractor for the services described in Paragraph I.B. of this Exhibit B shall be one-fourth (1/4th) of the total obligation for those services or SEVENTY-FIVE THOUSAND DOLLARS (\$75,000).

Contractor shall submit monthly invoices which will include (1) an itemized list of services provided as per the attached budget and (2) service reporting by practitioner type. All invoices are subject to approval by the BHRS Manager.

Contractor shall submit a Budget Monitoring Report after this period using the BHRS provided template as part of Financial Statement. With the financial statement, Contractor shall submit a written reconciliation of the total units of services delivered under this agreement with the total number of units reported by Contractor to the County data system. The County reserves the right to withhold payment due to Contractor under this Agreement or subsequent year's Agreement until such time as Contractor submits the required financial statement and reconciliation report to the County.

If the Financial Statement provided to the 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.

If the quarterly Financial Statement provided to the County shows that the Contractor had costs that were higher than the payments received, Contractor shall submit an invoice to the County for any unearned amount.

2. Year 2 (07/01/24 -06/30/25)

The maximum amount County shall be obligated to pay Contractor for services under this Agreement for this fiscal year shall not exceed ONE MILLION SIXTY-EIGHT THOUSAND DOLLARS (\$1,068,000)

Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A. Unless otherwise authorized by the Chief of San Mateo County Health or designee, the monthly payment by County to Contractor for the services described in Paragraph I.B. of this Exhibit B shall be one-twelfth (1/12th) of the total obligation for those services or EIGHTY-NINE THOUSAND DOLLARS (\$89,000).

Contractor shall submit monthly invoices which will include (1) an itemized list of services provided as per the attached budget and (2) service reporting by practitioner type. All invoices are subject to approval by the BHRS Manager.

Contractor shall submit a quarterly Budget Monitoring Report using the BHRS provided template as part of Financial Statement. With the financial statement, Contractor shall submit a written reconciliation of the total units of services delivered under this agreement with the total number of units reported by Contractor to the County data system. The County reserves the right to withhold payment due to Contractor under this Agreement or subsequent year's Agreement until such time as Contractor submits the required financial statement and reconciliation report to the County.

If the quarterly financial statement 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.,

If the quarterly Financial Statement provided to the County shows that the Contractor had costs that were higher than the payments received, Contractor shall submit an invoice to the County for any unearned amount.

Payment methodology will be reassessed and reevaluated after Year 2 of this Agreement.

3. Year 3 (07/01/25 -06/30/26)

The maximum amount County shall be obligated to pay Contractor for services under this Agreement for this fiscal year shall not exceed ONE MILLION NINETY-FIVE THOUSAND DOLLARS (\$1,095,000).

C. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.

D. 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 may be sent to:

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

- E. 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 San Mateo County Health or designee.

- F. 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.

G. County May Withhold Payment

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 BHRS Quality Improvement Manager. Contractor shall meet quarterly with County contract monitor, as designated by the BHRS Deputy Director, Adult and Older Adults, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.

H. 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.

I. 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.

J. 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.2 of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three (3) 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 : BHRS Contractors' Requirements

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### I. Health Order Compliance Requirements

Comply with employer requirements established by Cal-OSHA through the COVID -19 Prevention Non-Emergency Regulations which are chaptered in the California Code of Regulations, Title 8-Cal/OSHA, Chapter 4 Division of Industrial Safety, Subchapter 7 General Industry Safety Orders, Section 3205 COVID-19 Prevention.

This section applies to all employees and places of employment with the exception of locations with one employee that does not have contact with other persons, employees working from home, or employees teleworking from a location of the employee's choice, which is not under the control of the employer.

Employers can comply with this section by either maintaining a COVID-19 Plan that was required by previous contract conditions or as part of the required Injury and Illness Prevention Program required by Section 3203.

Employers are required to comply with COVID-19 Prevention requirements of Cal/OSHA.

More information, including access to the text of the regulations, COVID-19 Prevention Plan Templates, Frequently Asked Questions, and Fact Sheets can be found at [https://www.dir.ca.gov/dosh/coronavirus/Non\\_Emergency\\_Regulations/](https://www.dir.ca.gov/dosh/coronavirus/Non_Emergency_Regulations/).

### 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. Record Retention

Paragraph 14 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

## 3. Documentation of Services

Contractor shall 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 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 and will utilize documentation forms located at <http://www.smchealth.org/bhrs/contracts>.

4. 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.

5. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. 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.

6. 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.

7. 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>.

8. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management on the same day of the incident or within 24 hours (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, including but not limited to participation in quality improvement meetings, provision of all information requested by the County relevant to the incident, and Contractor staff cooperation.

9. Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, and ongoing, (at the clinician's license or registration renewal time) the credentials of its clinical staff at <https://www.breeze.ca.gov/datamart/loginCADCA.do>. Contractor will obtain a waiver when needed from BHRS Quality Management. All clinical personnel must comply with HIPAA regulations to obtain a National Provider Identifier (NPI) number. Contractor is required to track expiration dates and verify all licenses and credentials are current and in good standing at all times. Contractor is required to keep proof of verification of credentials for each staff person. 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 plan to correct to address the matter.

10. 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>.

#### 11. 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.

#### 12. 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 Office of Diversity & Equity (ODE) at 650- 573-2714 or [ode@smcgov.org](mailto:ode@smcgov.org).

1. Out of county contractors must attest to compliance with all the pertinent cultural competence requirements in their host County contract. Out of county contractors shall submit the Office of Diversity & Equity ([ode@smcgov.org](mailto:ode@smcgov.org)) by March 31st, documentation of their compliance.

2. Technical Assistance

III. Contractors who are not able to comply with the cultural competence requirements will be asked to meet with the Program Manager and ODE ([ode@smcgov.org](mailto:ode@smcgov.org)) to plan for appropriate technical assistance.



CaAIM - Contractor Outpatient Rates

CaAIM Service Code	CaAIM Service Description	CPT / HCPCS Code	Time Associated with Code (Mins) for Purposes of Rate	PROVIDER TYPE HOURLY RATE	Psychiatrist/ Contracted Psychiatrist	Physicians Assistant	Nurse Practitioner	RN	Certified Nurse Specialist	LVN	Pharmacist	Licensed Psychiatric Technician	Psychologist/ Pre-licensed Psychologist	LCSW / LPCC / MFT	Occupational Therapist	Peer Support Specialist	MHRS / Other Qualified Providers
99215CA	MEDICATION VISIT 40-54 MINUTES	99215	47	\$ 1,405.20	\$ 630.22	\$ 698.77	\$ 570.77	\$ 698.77	\$ 299.84	\$ 672.63	\$ 257.05	\$ 565.12	\$ 365.71	\$ 486.81	\$ 288.90	\$ 275.14	
99347CA	MEDICATION HOME VISIT 10-20 MINUTES	99347	25	\$ 1,100.74	\$ 493.67	\$ 547.37	\$ 547.37	\$ 547.37									
99348CA	MEDICATION HOME VISIT 21-35 MINUTES	99348	35	\$ 585.50	\$ 262.59	\$ 291.15	\$ 291.15	\$ 291.15									
99349CA	MEDICATION HOME VISIT 36-50 MINUTES	99349	50	\$ 819.70	\$ 367.63	\$ 407.62	\$ 407.62	\$ 407.62									
99350CA	MEDICATION HOME VISIT 51-70 MINUTES	99350	67	\$ 1,171.00	\$ 525.18	\$ 582.31	\$ 582.31	\$ 582.31									
CFTICC_CA	MEDICATION HOME VISIT 51-70 MINUTES CHILDREN AND FAMILY TEAM ICC	T1017	15	\$ 1,569.14	\$ 703.75	\$ 780.29	\$ 780.29	\$ 780.29									
G2212	THERAPY PROLONGED SERVICE (41CA & 90837CA)	G2212	15	\$ 351.30	\$ 157.56	\$ 174.69	\$ 142.69	\$ 174.69	\$ 174.69	\$ 74.96	\$ 168.16	\$ 64.26	\$ 141.28	\$ 91.43	\$ 121.70		\$ 68.79
G2212G	GROUP PROLONGED SERVICE (10CA)	G2212	15	\$ 351.30	\$ 157.56	\$ 174.69	\$ 174.69	\$ 174.69					\$ 141.28	\$ 91.43			
G2212M	MEDICAL PROLONGED SERVICE (14CA, 16CA, 99215CA, 99350CA)	G2212	15	\$ 78.07	\$ 35.01	\$ 38.82	\$ 38.82	\$ 38.82					\$ 31.40	\$ 20.32			
H0025	PEER SUPPORT PREVENTION EDUCATION GROUP	H0025	15	\$ 351.30	\$ 157.56	\$ 174.69	\$ 142.69	\$ 174.69								\$ 16.05	
H0038	PEER SUPPORT SELF HELP ENGAGE THERAPY	H0038	15													\$ 72.23	
ICC_CA	INTENSIVE CARE COORDINATION	T1017	15	\$ 351.30	\$ 157.56	\$ 174.69	\$ 142.69	\$ 174.69									
T1013	SIGN LANG OR ORAL INTERPRETIVE	T1013	15	\$ 19.50	\$ 19.50	\$ 19.50	\$ 19.50	\$ 19.50									\$ 68.79
T1013M	MEDICAL SIGN LANG OR ORAL INTERPRETIVE (14CA, 16CA, 99212CA-99215CA, 99347CA-99350CA)	T1013	15	\$ 19.50	\$ 19.50	\$ 19.50	\$ 19.50	\$ 19.50									\$ 19.50
T1013X	SIGN LANG OR ORAL INTERPRETIVE (6CA, 7CA, 51CA, 70CA, CFTICC_CA, ICC_CA)	T1013	15	\$ 19.50	\$ 19.50	\$ 19.50	\$ 19.50	\$ 19.50									\$ 19.50

## Attachment H

# Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

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### DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low



probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
  2. Identity of the unauthorized person or to whom impermissible disclosure was made;
  3. Whether PHI was actually viewed or only the opportunity to do so existed;
  4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

#### **OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

#### **PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE**

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

## **OBLIGATIONS OF COUNTY**

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

## **PERMISSIBLE REQUESTS BY COUNTY**

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

## **DUTIES UPON TERMINATION OF AGREEMENT**

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

## **MISCELLANEOUS**

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

# ATTACHMENT I

## Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

---

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a, b, or c)

- a. Has no employees
- b. Employs fewer than 15 persons
- c. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

**Name of 504 Person:**

**Name of Contractor(s):**

**Street Address or P.O. Box:**

**City, State, Zip Code:**

**I certify that the above information is complete and correct to the best of my knowledge**

**Signature:**

**Title of Authorized Official:**

**Date:**

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

# Attachment H

## Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

---

### DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

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- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
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- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
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probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
  2. Identity of the unauthorized person or to whom impermissible disclosure was made;
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- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
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- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
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- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

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## **OBLIGATIONS OF COUNTY**

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

## **PERMISSIBLE REQUESTS BY COUNTY**

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## **DUTIES UPON TERMINATION OF AGREEMENT**

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

## **MISCELLANEOUS**

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- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

# ATTACHMENT I

## Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

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The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a, b, or c)

- a. Has no employees
- b. Employs fewer than 15 persons
- c. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

**Name of 504 Person:**

Marsha Lewis

**Name of Contractor(s):**

Alternative Family Services, Inc.

**Street Address or P.O. Box:**

131B Stony Circle #1200

**City, State, Zip Code:**

Santa Rosa, Ca 95401

**I certify that the above information is complete and correct to the best of my knowledge**

**Signature:**

DocuSigned by:

Marsha Lewis

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**Title of Authorized Official:**

CEO

**Date:**

04/11/2024

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."