

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

This Agreement is entered into this 25 day of June, 2024, by and between the County of San Mateo, hereinafter called "County," and the Jefferson Union High School District hereinafter called "Contractor";

W I T N E S S E T H:

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

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

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

1. Federal Catalog Number (CFDA): #93.959
2. Federal Data Universal Number (DUNS): 07-523-6401
3. Federal Award Period of Performance: 7/01/24-6/30/26
4. Federal Awarding Agency: DHCS
5. Federal Award Project Description: Substance Abuse Prevention and Treatment (SAPG) Block Grant

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

1. Amount of Federal funds obligated by this action to sub-recipient: FIVE HUNDRED TWO THOUSAND SEVEN HUNDRED FOUR DOLLARS (\$502,704).
2. This is not a Research and Development Award

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

**1. Exhibits and Attachments**

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

Exhibit A—Description of Services  
Exhibit B—Payments  
Attachment A—AOD Prevention Deliverables and Rates

Attachment B—Confidentiality Prevention  
Attachment E—Fingerprinting Certification  
Attachment I—§ 504 Compliance  
Attachment L—DHCS Legal and Regulatory Requirements  
Attachment T—Disaster and Emergency Response Plan Sample Template

## **2. Definitions**

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

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

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

## **4. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County’s total fiscal obligation under this Agreement exceed SEVEN HUNDRED TWO THOUSAND SEVEN HUNDRED FOUR DOLLARS (\$702,704).

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

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

## **5. Term and Termination**

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

- A. This Agreement may be terminated by Contractor, the Chief of San Mateo County Health, or designee at any time without a requirement of good cause upon thirty (30) days written notice to the other party (the "Notice of Termination"). The Notice of Termination shall include the effective date of the notice, a description of the action being taken by the County, including the extent of services terminated, the reason for such action, and any conditions of the termination.
- B. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
- C. Termination for Cause. The grounds for termination of this Agreement for cause shall include, but are not limited to, the following:
  - 1. Threat against life, health or safety of the public (see exemption from notice requirement, above);
  - 2. A violation of the law or failure to comply with any condition of this Agreement;
  - 3. Inadequate performance or failure to make progress so as to obstruct or undermine implementation of this Agreement;

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

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

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

Contractor shall:

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

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

## **6. Availability of Funds**

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

## **7. Relationship of Parties**

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

**8. Hold Harmless**

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

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

- B. Intellectual Property Indemnification.

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

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

## **9. Assignability and Subcontracting**

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

- A. Contractor will assure that any authorized subcontracts with a third party for services complies with all terms and conditions set forth in this Agreement and pursuant to the requirements of applicable federal, state and local law, including but not limited to Title 2 of the CFR.
- B. Debarment and Suspension: Contractor will assure that as provided in CFR, Title 2 as applicable, that it must not award subcontracts with at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
- C. Procurement of Sub-contractors: Contractor's procurement procedures must conform to applicable federal, state and local law including procedures outlined in Title 2 of the CFR. In the event of any conflict between federal, state, and local requirements, the most restrictive requirement must be applied.

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

**10. Payment of Permits/Licenses**

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

**11. Insurance**

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

- A. **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.



B. **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

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

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

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

**12. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable

ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

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

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

F. Equipment: Title, use, management (including record keeping, internal control, and maintenance) and disposition of equipment acquired by Contractor or its sub-contractors/grantees with federal funding awarded under this Agreement will be governed by the provisions of CFR, Title 2, as applicable.

G. Supplies: Title and disposition of supplies acquired by Contractor or its sub-contractor with federal funding pursuant to this Agreement will be governed by the provisions of CFR, Title 2, as applicable.

### **13. Non-Discrimination and Other Requirements**

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

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

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

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

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

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

A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and

management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County's Equal Benefits Ordinance.* Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.
- E. *Discrimination Against Individuals with Disabilities.* Contractor shall comply fully with the nondiscrimination requirements of 41 CFR § 60-741.5(a), which is incorporated herein as if fully set forth.
- F. *History of Discrimination.* Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.
- G. *Reporting Violation of Non-discrimination provisions.* Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Agreement. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the

kind of discrimination alleged (for example, gender, sexual orientation, religion, or race-based discrimination).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

District of California.

## **18. Notices**

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

In the case of County, to:

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

In the case of Contractor, to:

Name/Title: Annya Shapiro/Executive Director  
Address: 699 Serramonte Blvd., Suite 100, Daly City, CA 94015  
Telephone: (650) 877-5700  
Facsimile: (650) 877-5701  
Email: [ashapiro@jeffersonunion.net](mailto:ashapiro@jeffersonunion.net)

## **19. Electronic Signature**

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

## **20. Conflict of Interest**

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



other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

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

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

**22. Contractor’s Staff**

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

**23. Lobbying Certification**

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

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

failure.

#### **24. Commencement of Work**

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

#### **25. Records**

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

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

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

inadequate according to guidelines set forth in 2 CFR § 200.302, the expenditures will be questioned in the audit and may be disallowed by County during the audit resolution process.

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

## **26. Access**

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

## **27. Monitoring and Evaluation**

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

## **28. Audit**

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

A copy shall be submitted to:

Behavioral Health and Recovery Services  
Attn: Diana Lao

Facsimile: (650) 573-2110  
Email: dlao1@smcgov.org

The copy shall be submitted within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

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

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

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

Contract resolution shall include:

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

assessments [2 CFR § 200.331], documented review of financial statements, documented expense verification, including match, etc.);

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

3. Performed in accordance with General Accepted Government Auditing Standards [2 CFR § 200.514];
  4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs [2 CFR § 200.515]; and
  5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F- Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- E. Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards; County shall have access to all audit reports and supporting work papers, and County has the option to perform additional work, as needed.
- F. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
1. Any costs when audits required by the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
  2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
    - a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
- G. Contractor shall cooperate with and participate in any further audits which may be required by County.

**29. Dissolution of Entity**

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

### **30. Information Integrity and Security**

#### **A. Information Assets**

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

Information assets include (but are not limited to):

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

#### **B. Encryption on Portable Computing Devices**

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

#### **C. Disclosure**

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



4. Contractor shall not use such identifying information in paragraph 3 above for any purpose other than carrying out Contractor's obligations under this Agreement.
5. Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than County without prior written authorization from County. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

D. Health Insurance Portability and Accountability Act (HIPAA)

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

**31. Security Incident Reporting**

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

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

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

**33. Software Maintenance**

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

**34. Electronic Backups**

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

### **35. Right in Data**

#### **A. Rights in Data**

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

### **36. Transition Plan**

- A. Contractor shall submit a transition plan to BHRS within ten (10) days of delivery of a written Notice of Termination. The transition plan must be approved by County and shall at a minimum include the following:
  1. Description of how clients will be notified about the change in their service provider;
  2. A plan to communicate with other organizations that can assist in

locating alternative services;

3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals;
  4. A plan to evaluate clients in order to assure appropriate placement;
  5. A plan to transfer any client records to a new contractor;
  6. A plan to dispose of confidential records in accordance with applicable laws and regulations;
  7. A plan for adequate staff to provide continued care through the term of the contract;
  8. A full inventory and plan to dispose of, transfer or return all equipment purchased with contract funds during the entire operation of the contract; and
  9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. Contractor shall implement the transition plan as approved by BHRS. BHRS will monitor Contractor's progress in carrying out all elements of the transition plan.
- C. If Contractor fails to provide a transition plan, the Contractor will implement a transition plan submitted by County to Contractor following the Notice of Termination.

### **37. Emergency Preparedness**

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

### **38. Compliance With Living Wage Ordinance**


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

### **39. Program Changes**

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


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

COUNTY OF SAN MATEO

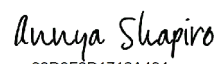
By:  Resolution No. 080486  
President, Board of Supervisors  
San Mateo County

Date: June 25, 2024

ATTEST:

By:   
Clerk of the Board of Supervisors  
San Mateo County

JEFFERSON UNION HIGH SCHOOL DISTRICT

DocuSigned by:  
  
99D8F9D1712A494...  
Contractor's Signature

Date: 05/22/2024

EXHIBIT A - SERVICES  
JEFFERSON UNION HIGH SCHOOL DISTRICT  
FY 2024-2026

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Brief Intervention

1. Contractor will collaborate with BHRS to identify District students at risk for suspension due to behavioral or substance use issues.
2. DCYHC will train staff and interns on the Brief Intervention program in order to provide them with the knowledge and skills to engage students in individual and group counseling sessions to identify personal, family and community factors that contribute to youth risky behaviors.
3. Develop a plan with each at-risk student to provide youth with strategies to minimize risk for school suspension.
4. Contractor will track student referrals, student attendance for program appointments, and student progress in the program, and student engagement activities.
5. Provide additional individual or group support sessions as needed by program participants.
6. Policy Advocacy
  - a. Interview youth, family members, and school staff to assess whether suspension/expulsion policies are equitably implemented in the District. Interviews should include strategies for how suspensions/expulsions can be limited, especially for impacted student groups.
  - b. Explore alternatives to suspension that would maximize continued student school engagement.
7. Drug MediCal Certification for Outpatient services to enable billing for Early Intervention (EI) Services (ASAM 0.5).
  - a. Contractor shall apply for Drug MediCal Certification for Outpatient services to enable billing for Early Intervention (EI) Services (ASAM 0.5). Contractor shall also work with BHRS

to assure EI services are documented in the BHRS billing system and to meet all applicable reporting requirements.

- b. Contractor shall submit a DMC Certification plan to BHRS AOD including timelines and responsible parties for obtaining DMC certification no later than August 30, 2024.
- c. Contractor shall provide a monthly written status update to BHRS AOD about progress towards DMC Certification. Monthly written report is due on or before the 5<sup>th</sup> of the month with the prevention documentation and invoice.
- d. Outpatient SUD/ Early Intervention Services (ASAM Level 0.5)
  - i. Early intervention services are covered DMC-ODS services for members under the age of 21. Any member under the age of 21 who is screened and determined to be at risk of developing an SUD may receive any service component covered under the outpatient level of care as early intervention services. An SUD diagnosis is not required for early intervention services. A full assessment utilizing the ASAM criteria is not required for a DMC member under the age of 21 to receive early intervention services; an abbreviated ASAM screening tool may be used in lieu of a full ASAM for purposes of assessing for SBIRT or Early Intervention Services.
  - ii. A full ASAM assessment shall be performed, and the member under the age of 21 shall receive a referral to the appropriate level of care indicated by the assessment if the member's conditions or symptoms constitute diagnostic criteria for SUD.
  - iii. intervention services are provided under the outpatient treatment modality and must be available as needed based on individual clinical need, even if the member under age 21 is not participating in the full array of outpatient treatment services.

**B. Prevention Education and Collaboration (2024-2026)**

- 1. Through collaboration with the Pacifica Prevention Partnership, Contractor and the Daly City Youth Health Center, Contractor will conduct the following AOD prevention activities as outlined below. Contractor shall also complete activities as outlined in Attachment A.

- a. Community Education
  - i. Conduct community education presentations on Alcohol, Cannabis, Prescription and Other Drug prevention.
- b. Policy Advocacy
  - i. Attend a 101 public health policy training on why working on health policy is important to public health outcomes. County Contract Monitors will provide a suggested list of trainings at the beginning of the contract period. Staff who attend the training should be the staff who will be possibly working on future policy work. (FY 24/25)
  - ii. Attend a policy training. This training from PTTC is recommended. "Foundations to Support Future Prevention Policy Efforts." (FY 24/25) [https://www.youtube.com/watch?v=1\\_6Di7MTiV8](https://www.youtube.com/watch?v=1_6Di7MTiV8). Attend meetings with other community organizations where Contractor can learn more about policy issues that Contractor organization could help contribute to (i.e.: AOD Coalitions doing similar work, Tobacco Education Coalition, APHA National Alcohol Policy group. County Contract Monitor can provide additional suggestions. (FY 24/25)
  - iii. Research and compile information on whether Contractor organization already does policy work, what were/are the initiatives? What is Contractor considering working on? Organize a meeting with County Contract Monitor. (FY 25/26)
  - iv. Have an internal conversation with management on what roles for Contractor staff regarding community health policy. Summarize policy training learnings to present to management, report what policy work that Contractor has learned about in attending other community meetings and guide a conversation about what this organization's role is in public policy regarding health. (FY 25/26)
  - v. Attend one (1) additional meeting with City Council members to provide information and resources on substance abuse prevention and speak about additional issues as they arise (review agenda, research the topic, prepare materials).



- vi. Attend and speak during one (1) public comment on an AOD-related issue which is affecting the community, or when an AOD-related issue is on a Board/City Council agenda.
- c. Engagement Groups
- i. Youth Group – Conduct four (4) separate youth groups, scheduled to meet weekly with program participants during the school year to provide them with the knowledge and skills to address alcohol and other drugs, and to implement AOD prevention program planning. The actual number of meetings run in a year per group will be determined by the youth group leader, considering the number of youths interested in the programs and the specific youth group goals. Contractor shall provide one-hundred and fifty (150) youth group sessions in a year.
  - ii. Youth Group - Youth participating in the Engagement Group program will engage in six (6) AOD-prevention-related activities to demonstrate the knowledge and skills they gained from the program. Activities can include community presentations, Public Service Announcements, letters to the editor, presentations at a City Council meeting, school board advocacy, etc.
  - iii. Hallmark Event - Conduct an event for the community which highlights what the engagement groups have learned through the year and what projects they have completed. Include an educational component on mental health and AOD prevention to be presented by engagement groups or by guest speakers.
- d. Administrative Activities
- i. Attend twelve (12) national, state, and local conferences/trainings to learn evidence-based best practices for AOD education.
  - ii. Meeting Attendance - Attendance by lead staff at AOD-run All County Prevention meetings on a monthly basis.
  - iii. Lead staff check-in with County Contract Monitor on a monthly basis.

- iv. Communication and technical assistance partnering with County Evaluator, twice a year.
  - v. Entry of Primary Prevention Substance Use Disorder data into the state data base(ECCO) data system by the 5<sup>th</sup> of the month, every month
  - vi. Participate in annual site visit and completion of any required corrective action plan.
  - vii. Submission of Cultural Humility Plan - Deadline of Sept 30<sup>th</sup>
  - viii. Submission of monthly prevention "Chai" Excel data tracker
  - ix. Collection of evaluation surveys for community education presentations
  - x. Collection of evaluation surveys for at least 80% of youth group/adult group participants at the end of the year or cohort.
  - xi. Additional activities as negotiated with Contract Monitor
- e. Contractor Proposed Deliverable - Alcohol merchant education
- i. Develop or adapt existing sting survey protocol to assess youth access rates of a substance.
  - ii. Develop or adapt education materials to the needs of local jurisdiction(s).
  - iii. Meet with Better Business Bureau(s), Chamber(s) of Commerce, business organizations, etc. to strategize best methods to conduct education of retail staff members.
  - iv. Develop merchant education packets related to legal requirements and public health perspectives on substance, especially among youth.
  - v. Partner with law enforcement agencies to conduct pre/post- sting surveys in order to assess effectiveness of merchant education campaign.

- vi. Conduct merchant education presentation(s) to retail establishments (cannabis only) or if retailers cannot attend a presentation, distribute merchant education packet. Presentations will be made in either group or individual format. Contractor shall report the number presentations made on a monthly.
- vii. Disseminate merchant education packet to at least 200 retailers (alcohol only).
- viii. Conduct Alcohol Merchant Award Program which includes training youth, conducting key informant interviews with merchants, observational surveys outside and inside stores, data analysis, awarding merchants at event, promoting event

f. Cannabis Survey

Based on the 2017 cannabis knowledge, attitude and behavior (KAB) survey, Contractor will: 1) develop a follow-up KAB survey related to cannabis use; 2) train youth and community leaders to administer the survey; and 3) provide support to ensure appropriate survey collection among adults in the community. Development of the survey tool and logistics will be completed during FY24/25. Survey implementation and data analysis will be conducted during FY25/26. At least four hundred (400) surveys will be collected in Pacifica; and four hundred (400) surveys will be collected in Redwood City.

D. Health Order Compliance

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. Disaster and Emergency Response Plans

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan (“Emergency Plan”) that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement (“Site Plans”). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency (“Emergency Response”) and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency (“Continuity of Operations”).

CONTRACTOR shall submit the Emergency Plan to the County within ninety (90) days after the beginning of the Term of the Agreement and no later than September 30<sup>th</sup>. The Emergency Plan will follow the template provided in Attachment T: Sample Template for Disaster and Emergency Response Plan as a guide when developing the plan, adding any categories or items as needed for the Contractor’s unique situation. The submitted Emergency Plan will be subject to the reasonable approval of the County. CONTRACTOR shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. CONTRACTOR will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. CONTRACTOR shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and adhere to the disaster

medical health emergency operations structure, including cooperating with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

CONTRACTOR shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, CONTRACTOR and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. CONTRACTOR shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

## B. Quality Management and Compliance

### 1. 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:

i. 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;

ii. 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

iii. 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>.

e. SABG AOD Prevention deliverables

For additional information on confidentiality requirements when conducting youth groups for AOD SABG prevention deliverables, see Attachment B- Confidentiality Prevention Standards - PTTC Training for AOD Prevention Professionals 2023.

2. Mandated Reporter Training

California Assembly Bill 506, passed in September 2021, requires administrators, employees, and regular volunteers of youth service organizations to complete training in child abuse and neglect identification and reporting. As such, contractor will complete and maintain a record of the required training. This training must be completed every two years.

Training is offered for free at <https://mandatedreporterca.com/>.

Proof of training, such as certificate of completion, may be requested at any time during the term agreement.

### 3. Other Required Training

Contractor will complete and maintain a record of annual required trainings. The following trainings must be completed on an initial and then annual basis:

- a. Confidentiality & HIPAA for BHRS AOD:  
All New Staff HIPAA
- b. Compliance Training for BHRS New Staff
- c. Fraud, Waste, & Abuse Training for BHRS: All New Staff
- d. Critical Incident Management for BHRS
- e. Cultural Humility
- f. Interpreter training (if using interpreter services)

Trainings may be offered through the County's Learning Management System (LMS) located at:

[https://sanmateocounty.csod.com/LMS/catalog/Welcome.aspx?tab\\_page\\_id=-67](https://sanmateocounty.csod.com/LMS/catalog/Welcome.aspx?tab_page_id=-67).

Contractor must register on the LMS site to access the training modules. The link to register for a LMS new account is:

<https://sanmateocounty.csod.com/selfreg/register.aspx?c=bhrscp01>

Proof of training, such as certificate of completion, may be requested at any time during the term of this Agreement.

### 4. 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 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 cooperate and participate in all activities related to the review and 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.

## 5. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 19-08, which can be found online at: <https://www.smchealth.org/bhrs-policies/credentialing-and-re-credentialing-providers-19-08>. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

### a. Credentialing Check – Initial

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

### b. Credentialing Check – Monthly

Contractor will complete Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: [HS\\_BHRS\\_QM@smcgov.org](mailto:HS_BHRS_QM@smcgov.org) or via a secure electronic format.

## 6. 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>.

7. 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:

- a. 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
- b. 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.

8. Staff Termination

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

9. 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.

C. Substance Abuse Prevention and Treatment Block Grant (SABG)  
Specifications

1. Debarment and Suspension

Contractor shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If the Contractor subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

2. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.

a. Trading Partner Requirements

- i. No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

- ii. No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).
- iii. No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR 162.915 (c)).
- iv. No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR 162.915 (d)).

3. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

4. Deficiencies

Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When Contractor is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or

other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

6. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

7. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thinkculturalhealth.hhs.gov/clas/standards>

8. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

9. Tribal Communities and Organizations

Contractor shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

10. Marijuana Restriction

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

11. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

12. Nondiscrimination in Employment and Services

Contractor certifies that under the laws of the United States and the State of California, Contractor will not unlawfully discriminate against any person.

13. Federal Law Requirements:

- a. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- b. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

- c. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- d. Age Discrimination in Employment Act (29 CFR Part 1625).
- e. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- f. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- g. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- h. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- i. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- j. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- k. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- l. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

14. State Law Requirements:

- a. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
- b. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

- c. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
- d. No federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

15. Additional Contract Restrictions

- a. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
- b. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

16. Information Access for Individuals with Limited English Proficiency

- a. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
- b. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

D. 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).

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of

Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at:  
<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thi nkulturalhealth.hhs.gov/clas/standards>

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

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

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
  - b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
  - c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender, and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
  - d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire, and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
  - e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e., sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend a Health Equity Initiative (HEI), including but not limited to the Diversity & Equity Council (DEC), for the term of the Agreement. Participation in an HEI/DEC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders.



Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the HEI/DEC, and other cultural competence efforts within BHRS, contact ODE or visit <https://www.smchealth.org/health-equity-initiatives>.

3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog, and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact ODE.
4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to ODE by March 31st, copies of Contractor's health-related materials in English and as translated.
5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and ODE ([ode@smcgov.org](mailto:ode@smcgov.org)) to plan for appropriate technical assistance.

### III. GOALS AND OBJECTIVES

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

#### Prevention Education and Collaboration

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

Objective: Seventy-five percent (75%) of health education presentation evaluations will show an improvement in knowledge, attitudes and behavior related to alcohol, cannabis, or opioids.

Goal 2: Decrease student suspensions by providing the Brief Intervention Program to at-risk youth.

Objective: Student suspensions will decrease by at least 25% from the Academic Calendar 2018-19 (Pre-COVID) to 2025-26.

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

EXHIBIT B – PAYMENTS  
JEFFERSON UNION HIGH SCHOOL DISTRICT  
FY 2024 – 2026

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

I. PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 4 of this Agreement, County shall pay Contractor in the manner described below:

A. Maximum Obligation

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

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed SEVEN HUNDRED TWO THOUSAND SEVEN HUNDRED FOUR DOLLARS (\$702,704).

1. FY 2024 – 2025

For the term July 1, 2024 through June 30, 2025, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed THREE HUNDRED FIFTY THOUSAND AND SEVEN HUNDRED TWO DOLLARS (\$350,702).

2. FY 2025 – 2026

For the term July 1, 2025 through September 30, 2025, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed THREE HUNDRED FIFTY-TWO THOUSAND AND TWO DOLLARS (\$352,002).

B. Brief Intervention

Contractor shall be paid a total of TWO HUNDRED THOUSAND DOLLARS (\$200,000) for the term of July 1, 2024 to June 30, 2026 to conduct the Brief Intervention Program.

1. FY 2024 – 2025

For the term July 1, 2024 through June 30, 2025, the maximum amount County shall be obligated to pay for Brief Intervention services rendered under this contract shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000). Contractor shall be paid monthly in the amount of EIGHT THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$8,333.33).

2. FY 2025 – 2026

For the term July 1, 2025 through June 30, 2026, the maximum amount County shall be obligated to pay for Brief Intervention services rendered under this contract shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000). Contractor shall be paid monthly in the amount of EIGHT THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$8,333.33).

C. SABG AOD Substance Abuse Prevention Education and Collaboration

Contractor shall be paid a total of FIVE HUNDRED TWO THOUSAND SEVEN HUNDRED FOUR DOLLARS (\$502,704) for the term of July 1, 2024 to June 30, 2026 for the provision of Substance Abuse Prevention Education and Collaboration services.

1. FY 2024 – 2025

For the term of July 1, 2024, to June 30, 2025, Contractor shall be paid a total of TWO HUNDRED FIFTY THOUSAND SEVEN HUNDRED AND TWO DOLLARS (\$250,702) for the for the provision of SABG AOD Prevention Education and Collaboration services over the term of this agreement.

2. FY 2025 – 2026

For the term of July 1, 2025, to June 30, 2026, Contractor shall be paid a total of TWO HUNDRED FIFTY-TWO THOUSAND AND TWO DOLLARS (\$252,002). Contractor shall be reimbursed based upon completion of activities as described in Attachment A – AOD Prevention Deliverables, Rates and Documentation.

3. Performance Requirements

Contractor will invoice on a monthly basis for completed activities based on Price per Event costs outlined in Attachment A – AOD Prevention Deliverables, Rates and Documentation.

4. Funding is contingent upon availability of funds for AOD prevention and upon Contractor's satisfactory progress on the contracted service deliverables and submission of required documents as described in the approved Attachment A – AOD Prevention Deliverables, Rates and Documentation.
  - a. Contractor will provide the deliverables described in the approved Activities column.
  - b. Contractor will review the Major Activities/deliverables completed in the Work Plan with the BHRS AOD Analyst on a monthly basis. Any incomplete Major Activities may result in a corrective action plan or may result in the delay or withholding of future payments.
  - c. If it is determined that the Contractor has not met the Major Activities deliverables by the expected Completion Dates, County may issue a corrective action plan for unmet deliverables. Failure to adhere to the corrective action plan may result in the delay or withholding of future payments, or Contractor reimbursing the County for the contract value of any and all unmet Major Activity deliverables.
- D. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- E. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 4 of this Agreement.
- F. The Chief of San Mateo County Health or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- G. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- H. In the event this Agreement is terminated prior to June 30, 2026, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of San Mateo County Health or designee.

- I. The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).
- J. At any point during the Agreement term, Contractor shall comply with all reasonable requests by County to provide a report accounting for the Grant Funds distributed by the County to the Contractor to-date.
- K. 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.
  - 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 90 days or more after the date of service are considered to be late claims. County reserves the right to deny payment for invoices with late claims or claims for which completed service reporting forms or electronic service files are not received.

Invoices for AOD Prevention Education and Collaboration and Brief Intervention services shall be sent to:

County of San Mateo  
Behavioral Health and Recovery Services  
BHRS – AOD Program Analyst / Stella Chau  
310 Harbor Blvd., Bldg. E  
Belmont, CA 94002  
[schau@smcgov.org](mailto:schau@smcgov.org)

- L. 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.
- M. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation

provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS.

N. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

O. 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.

P. Annual Financial Statements

Contractor shall submit to County a year-end financial statement no later than ninety (90) days after the end of the fiscal year. Financial statements shall include accounting for all services provided through the Agreement for each applicable period, and separate accountings for: 1) Brief Intervention services, and 2) Substance Abuse Prevention services, with detail of Salary and Benefits at practitioner level. Financial statements shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the financial statement. The detailed financial statement total should agree to the audited statements provided.

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

The annual financial statement and Single Audit Report, as applicable, shall be sent to the BHRS Fiscal Officer, Diana Lao, at [dlao1@smcgov.org](mailto:dlao1@smcgov.org).

Q. State CalAIM Implementation

The implementation of State CalAIM (California Medi-Cal reform) may impact the manner in which claims, reporting and payments are handled.

Contractor will comply with any and all State and/or County required changes, upon request, in a timely manner.

R. 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 \_\_\_\_\_”

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



**ATTACHMENT A - AOD PREVENTION DELIVERABLES, RATES & DOCUMENTATION**  
**JEFFERSON UNION HIGH SCHOOL DISTRICT**  
**FY 2024-2026**

Activity	FY 24/25			FY 25/26			Documentation
	Price Per Event	Number	Total FY 24/25	Price Per	Number	Total FY 25/26	
<b>Community Education</b>							
1) Conduct community education presentations (indicate to the right if you're interested in youth or adult, or both and how many of each)	\$597	100	\$59,700	\$597	100	\$59,700	Sign in sheets that show date, location, topic, at least 12 participants in each presentation
<b>Policy Advocacy</b>							
2) Attend a 101 public health policy training on why working on health policy is important to public health outcomes. County Contract Monitors will provide a suggested list of trainings at the beginning of the contract period. Staff who attend the training should be the staff who will be possibly working on future policy work.	\$500	1	\$500	n/a	n/a	n/a	Screenshot of video title page. Staff notes on five key points about how policy affects community health.
3) Attend a policy training. This training from PTTC is recommended. "Foundations to Support Future Prevention Policy Efforts." <a href="https://www.youtube.com/watch?v=1_6Di7MTiV8">https://www.youtube.com/watch?v=1_6Di7MTiV8</a>	\$500	1	\$500	n/a	n/a	n/a	Screenshot of video title page. Staff notes on five key strategies in working on policy.
4) Attend meetings with other community organizations where you can learn more about policy issues that your organization could help contribute to. (ie: AOD Coalitions doing similar work, Tobacco Education Coalition, APHA National Alcohol Policy group. Your County Contract Monitor can provide additional suggestions.	\$500	1	\$500	n/a	n/a	n/a	Meeting agenda, staff notes taken during the meeting. How was this applicable to the community health work that you do? Are there opportunities for partnership?
5) Research and compile information on whether your organization already does policy work, what were/are the initiatives? What are you thinking of working on? Organize a meeting with your County Contract Monitor.	\$300	4	\$1,200	n/a	n/a	n/a	Meeting agenda and notes, with outcomes and next steps
6) Have an internal conversation with management on what your role is regarding community health policy. Summarize your policy training learnings to present to management, report what policy work that you have learned about in attending other community meetings, and guide a conversation about what this organization's role is in public policy regarding health.	n/a	n/a	n/a	\$500	1	\$500	Meeting agenda and notes, with outcomes and next steps
7) Additional meetings with City Council members to speak about additional issues as they arise (review agenda, research the topic, prepare materials)	\$1,000	1	\$1,000	\$1,000	1	\$1,000	Submit all: <ul style="list-style-type: none"> <li>• Copy of meeting confirmation</li> <li>• Copy of prepared materials</li> <li>• Meeting notes</li> <li>• Agenda showing topic</li> </ul>
8) Attend and speak during public comment on a substance-related issue which is affecting the community or when a substance-related issue is on a Board/City Council agenda.	\$416	1	\$416	\$416	1	\$416	Submit all: <ul style="list-style-type: none"> <li>• Agenda for Council Meeting</li> <li>• Copy of prepared materials</li> </ul>
<b>Engagement Groups</b>							
	Price Per Event	Number	Total FY 24/25	Price Per	Number	Total FY 25/26	

9) Youth Group - Conduct at least monthly meetings with program participants to provide them with the knowledge and skills to address alcohol and other drugs and implement AOD prevention program planning. Provide technical assistance to youth to complete deliverable #19.	\$597	150	\$89,550	\$597	150	\$89,550	Submit all: <ul style="list-style-type: none"> <li>• Meeting agenda with dates, topics and meeting outcomes</li> <li>• Evaluation tool(s) used</li> <li>• Evaluation report</li> </ul>
10 Youth Group - Youth in the program will engage in an AOD-prevention-related activity to demonstrate the knowledge and skills they gained from the program. Activities can include community presentations, Public Service Announcements, letters to the editor, presentation at a City Council meeting, school board advocacy, etc.	\$597	6	\$3,582	\$597	6	\$3,582	Documentation of activity conducted by program participants
11) Hallmark Event - Conduct an event for the community which highlights what the engagement groups have learned through the year & what projects they have completed. Include an educational component on mental health and AOD prevention to be presented by engagement groups or by guest speakers.	\$5,000	1	\$5,000	\$5,000	1	\$5,000	<ul style="list-style-type: none"> <li>• Contract monitor should be notified of event planning progress.</li> <li>• Contract monitor must be notified of event at least 1 month prior to event.</li> <li>• Event should have 100 people or more in attendance</li> <li>• Sign in sheet with date</li> <li>• Event flyer</li> </ul>
<b>Capacity Building and Administrative</b>	<b>Price Per Event</b>	<b>Number</b>	<b>Total FY 24/25</b>	<b>Price Per</b>	<b>Number</b>	<b>Total FY 25/26</b>	
12) Attend national, state, and local conferences/trainings to learn evidence-based best practices for AOD education.	\$597	12	\$7,164	\$597	12	\$7,164	Submit at least 2 of the following for each participant: <ul style="list-style-type: none"> <li>• Certificate(s) of completion</li> <li>• Training agenda</li> <li>• Training slides</li> <li>• Registration confirmation</li> </ul>
13) Attend trainings to learn evidence-based best practices for AOD education (trainings which require overnight accommodations, airfare/transportation, meal expenses). Documentation- Staff working directly on this contract.	\$3,000	1	\$3,000	\$3,000	1	\$3,000	Submit at least 2 of the following for each participant: <ul style="list-style-type: none"> <li>• Certificate(s) of completion</li> <li>• Training agenda</li> <li>• Training slides</li> <li>• Registration confirmation</li> </ul>
14) Meeting Attendance - Attendance by lead staff at All County Prevention Monthly Meeting	\$238	12	\$2,856	\$238	12	\$2,856	Meeting agenda/notes
15) Lead staff check-in with County Contract Monitor	\$120	12	\$1,440	\$120	12	\$1,440	Meeting notes can be from partnership staff or the County Contract Monitor
16) Communication & technical assistance partnering with County evaluator	\$230	2	\$460	\$230	2	\$460	List of meeting date(s), duration of meeting, and topics covered
17) Entry of ECCO data into system by the 5th of the month	\$238	12	\$2,856	\$238	12	\$2,856	Submission confirmation-with screenshot or document (dated)
18) Site Visit Option 1: Completion of site visit requirements with no corrective action plans (CAP) will pay full \$5,966; Option 2: If CAPs are needed, CAPs will be submitted within 30 days of receipt of site visit outcomes (pays \$2,983); AND completion of CAP activities within 60 days (or within timeline negotiated with Contract Monitor) pays \$2,983.	\$5,966	1	\$5,966	\$5,966	1	\$5,966	<ul style="list-style-type: none"> <li>• Copy of completed site visit report</li> <li>• Evidence of completion of CAPs, if appropriate</li> </ul>

19) Submission of Cultural Humility Plan - Deadline of Sept 30th	\$574	1	\$574	\$574	1	\$574	Copy of plan
20) Submission of monthly prevention "Chai" Excel data tracker	\$200	12	\$2,400	\$200	12	\$2,400	Copy of Excel must be complete for all months, including demographics at the end of the year by June 30th
21) Collection of evaluation surveys for community education presentations.	\$1,147	1	\$1,147	\$1,147	1	\$1,147	100 surveys collected
22) Collection of evaluation surveys for at least 80% of youth group/adult group participants at the end of the year or cohort.	\$1,000	4	\$4,000	\$1,000	4	\$4,000	Evaluation surveys
23) Additional activities as negotiated with Contract Monitor	\$10,000	1	\$10,000	\$10,000	1	\$10,000	Deliverables to be determined by organization & County Contract Monitor. Proposed deliverables will need prior approval from County before initiation & documentation will need to be outlined.
<b>Contractor Proposed Deliverable- Alcohol Merchant Education</b>	<b>Price Per Event</b>	<b>Number</b>	<b>Total FY 24/25</b>	<b>Price Per</b>	<b>Number</b>	<b>Total FY 25/26</b>	
24) Develop or adapt existing sting survey protocol to assess youth access rates of a substance. (Pacifica)	\$1,194	1	\$1,194	\$1,194	1	\$1,194	Copy of protocol
25) Develop or adapt education materials to the needs of local jurisdiction(s). (Pacifica, Daly City, Colma, Brisbane)	\$1,040	3	\$3,120	\$1,040	3	\$3,120	Copy of education materials
26) Meet with Better Business Bureau(s), Chamber(s) of Commerce, business organizations, etc. to strategize best methods to conduct education of retail staff members. (Pacifica, Daly City, Colma, Brisbane)	\$2,387	1	\$2,387	\$2,387	1	\$2,387	<ul style="list-style-type: none"> <li>• Meeting agenda or outcome notes</li> <li>• Meeting sign in sheet with title of representative</li> </ul>
27) Develop merchant education packets related to legal requirements and public health perspectives on substance, especially among youth.(Pacifica, Daly City, Colma, Brisbane)	\$1,040	2	\$2,080	\$1,040	2	\$2,080	Copy of education materials
28) Partner with law enforcement agencies to conduct pre/post- sting surveys in order to assess effectiveness of merchant education campaign. (Pacifica)	\$3,310	3	\$9,930	\$3,310	3	\$9,930	<ul style="list-style-type: none"> <li>• Results of sting survey</li> <li>• Press release about sting survey</li> </ul>
29) Conduct merchant education presentation(s) to retail establishments (cannabis only) or if retailers cannot attend a presentation, distribute merchant education packet.(Pacifica, Daly City, Colma, Brisbane)	\$238	3	\$714	\$238	3	\$714	<ul style="list-style-type: none"> <li>• Copy of presentation</li> <li>• Sign in sheet with date, store name, and city of store</li> </ul>
30) Disseminate merchant education packets to at least 200 retailers (Pacifica, Daly City, Colma, Brisbane)	\$5,966	1	\$5,966	\$5,966	1	\$5,966	<ul style="list-style-type: none"> <li>• Copy of what was distributed</li> <li>• List of retailers that packets were distributed to</li> </ul>
31) Alcohol Merchant Award Program. (Pacifica) Training youth (\$2000), key informant interviews with merchants (\$4000), observational survey outside and inside (\$3000), data analysis (\$2000), awarding merchants(\$2000), promoting awards (\$500)= \$13,500	\$13,500	1	\$13,500	\$13,500	1	\$13,500	<ul style="list-style-type: none"> <li>• Youth training agenda &amp; attendance</li> <li>• Executive summary report of informant interviews &amp; observational survey</li> <li>• Agenda of merchant award program</li> </ul>
<b>Cannabis Survey (Pacifica and Redwood City)</b>	<b>Price Per Event</b>	<b>Number</b>	<b>Total FY 24/25</b>	<b>Price Per</b>	<b>Number</b>	<b>Total FY 25/26</b>	
32) Community KAB Assessment (Planning)- planning/set objectives (\$3000), training sessions and check ins with youth (\$2000), creating survey based on 2017 initial survey (\$1000), logistics roll out of survey (\$2,000) =\$8,000	\$8,000	1	\$8,000				<ul style="list-style-type: none"> <li>• Copy of objectives, planning notes</li> <li>• Youth training agenda and attendance</li> <li>• Survey copy</li> <li>• Copy of rollout plan of survey</li> </ul>
33) Community KAB Assessment (Implementation & Analysis)- survey implementation - 400 surveys in Pacifica, 400 surveys in Redwood City (\$8,000), analysis & report (\$3000) = \$11,000				\$11,500	1	\$11,500	<ul style="list-style-type: none"> <li>• Surveys</li> <li>• Survey analysis &amp; report copy</li> </ul>
<b>TOTAL</b>			\$250,702			\$252,002	



## ***Ethics in Prevention: A Guide for Substance Abuse Prevention Practitioners***

### **Principle V: Confidentiality**

Confidential information acquired during service delivery shall be safeguarded from disclosure, including—but not limited to—verbal disclosure, unsecured maintenance of records, or recording of an activity or presentation without appropriate releases. Prevention professionals are responsible for knowing and adhering to the State and Federal confidentiality regulations relevant to their prevention specialty.

#### **What the Principle Means**

The Prevention Code of Ethics was established to help prevention professionals ensure the health and safety of their participants and, above all, *do no harm*. When it comes to confidentiality, this usually means *protecting* participant information. People are more likely to seek and benefit from the support of prevention professionals if assured of their privacy.

Sometimes, however, *sharing* information about participants is the best way to help them. The Confidentiality Principle provides guidance for protecting information to support trusting relationships in prevention work and for sharing critical information among professionals.

#### **Federal Law 42 CFR Part 2**

The federal law that guides how substance abuse professionals should manage confidential information is 42 CFR Part 2, also known as the *Substance Abuse Confidentiality Regulations*.

#### **Defining Confidential Information**

According to 42 CFR Part 2, confidential information is any information...

- ...about a program participant's substance use behavior, or
- ...that identifies someone as a participant in a program for individuals who have engaged in substance use behavior.

Prevention professionals working with high-risk populations are much more likely to encounter confidential information than prevention professionals working with general populations.

#### **Defining Disclosure**

According to the principle, confidential information acquired during service delivery shall be safeguarded from disclosure. But what, exactly, is disclosure? Disclosure is the act of revealing information to others that they don't already know. This can happen in many different ways – either intentionally or unintentionally, in writing or during conversation.

According to 42CFR Part 2, the general rule is that prevention professionals may not disclose, directly or indirectly, confidential information about program participants' substance use behavior. Remember, this also applies to information that can identify individuals as a participant in a program for substance users since participation indicates that they have engaged in substance use behavior.

## **Safeguarding Confidential Information**

One of the most important ways to safeguard confidential information from unintentional or inappropriate disclosure is to secure participant records. These records can include hand-written or computer notes, voice recordings, email messages, surveys, or reporting forms. The following are key strategies for safeguarding confidential information:

- Develop written procedures that regulate access to and use of confidential participant records.
- Communicate these procedures to participants in writing before a program begins.
- Keep confidential records in a secure place (e.g., locked file cabinet or drawer, computers that are protected against unauthorized access).
- Delete confidential information or destroy confidential records if a program is discontinued or taken over unless participants consent to a transfer.

## **Releasing Confidential Information With Consent**

Prevention professionals must protect confidential participant information from disclosure unless a participant and/or legal guardian signs a legally valid consent form to release the information to another individual, program, or agency.

The following elements are required by law in a consent form to release confidential information:

- Name of program participant.
- Name of person, program, or agency permitted to make the disclosure.
- Information to be disclosed, stated as specifically as possible.
- Name of person, program, or agency to receive this information.
- Purpose or reason for the disclosure, stated as specifically as possible.
- Statement that the consent can be revoked by the program participant up until the time the person, program, or agency begins disclosing the information.
- Date or condition upon which the consent will expire (if it has not already been revoked by the program participant). This date or condition must insure that the consent will last no longer than reasonably necessary to serve the stated purpose.
- Signature of the program participant or the parent, guardian, or person authorized to sign for the participant. The signature of a parent, guardian, or authorized representative is required when a participant is unable to make the decision due to age or physical/mental limitations. Some state laws and/or agency policies may require this signature whenever the participant is a minor.
- Date on which the consent is signed.

## **Releasing Confidential Information Without Consent**

Prevention professionals may disclose confidential information *without* participant consent in certain situations identified by 42 CFR Part 2, including the following:

- *Internal program communications:* It is common to want to discuss program participants with colleagues to help provide effective services. In some situations, this is permitted. Other times, sharing confidential information with colleagues is not allowed. What's the difference? According to the *Internal Program Communications* clause of 42CFR Part 2:
  - Professionals are permitted to share confidential information about participants with colleagues *within a program* (e.g., your supervisor) as needed to provide services.
  - Professionals are not permitted to share confidential information about participants with colleagues *outside of their program*, unless the colleague has direct administrative control of the program (e.g., your supervisor's supervisor).
- *Child abuse and neglect:* Prevention professionals are mandated by law to report suspected child abuse and neglect by a current caretaker to relevant child welfare authorities. Confidential participant information may be disclosed as needed to protect children and others from suspected abuse and neglect.
- *Health-related emergencies:* Confidential information may be shared with medical personnel if a participant is in a situation that poses an immediate threat to the health of the participant or someone else. If the situation involves suicide, prevention professionals are ethically obligated to report suicidal attempts and threats, and are legally required to do so in some states.
- *Court orders and criminal investigations:* Confidential information may be released in response to a court order or when sufficient need is demonstrated by a criminal investigation. The decision to release information under these circumstances should be made in collaboration with a program supervisor.
- *Crimes involving the program:* Confidential information may be released to the police if a participant commits or threatens to commit a crime on the program premises or against staff.
- *Research, evaluation, and audits:* Confidential information may be shared in a time-limited manner with certain qualified individuals or organizations for research, evaluation, and/or audits of the program. The decision to release information under these circumstances should be made in collaboration with a program supervisor.

Each of the above situations has its own set of procedures and restrictions related to the appropriate release of confidential information. Visit the Additional Resources section of this course to access more detailed guidance.

### Confidentiality Laws and Regulations

While 42CFR Part 2 (the *Substance Abuse Confidentiality Regulations*) is standard practice in substance abuse services, prevention professionals must comply with all relevant confidentiality laws and regulations. These include other federal laws such as:

- *Family Educational Rights and Privacy Act (FERPA)*: Under FERPA, parents have the right to inspect and review any records maintained by their child's school. If a substance abuse prevention professional's salary or program is funded by a school district, his/her records are subject to this law. Regardless of funding source, any substance use information that ends up in school records may be accessed by students' parents.
- *Health Insurance Portability and Accountability Act (HIPAA)*: HIPAA protects the privacy of any information that doctors, nurses, and other healthcare providers include in an individual's medical record. Substance abuse prevention professionals working within healthcare settings must keep all health-related information about program participants confidential, including information about their substance use behavior.

There are also many state and jurisdictional laws and regulations that apply to the management of confidential information within the field of substance abuse prevention. In some cases, these regulations are more restrictive than relevant federal laws. For example, some state laws related to parental consent, mandated reporting of child abuse, and consent to participate in research are stricter than 42CFR Part 2.

*When federal regulations differ from state/jurisdictional regulations, consult your agency or the health/behavioral health department in your state/jurisdiction for clarification.*

Everyone who works – or has worked – within a prevention program or agency, whether as a paid employee or volunteer, must comply with all relevant federal and state/jurisdictional confidentiality laws and regulations. Failure to do so may damage relationships with program participants and result in the loss of certification or program funds, fines, and possible litigation.

**ATTACHMENT E**

**FINGERPRINTING CERTIFICATION**

Contractor hereby certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor’s employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Additionally, Contractor’s employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the “Applicant”) shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

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

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

Daly City Youth Health Center

\_\_\_\_\_  
Name of Contractor

**Annya Shapiro** Digitally signed by Annya Shapiro  
Date: 2024.05.23 16:36:34 -07'00'

\_\_\_\_\_  
Signature of Authorized Official

Annya Shapiro

\_\_\_\_\_  
Name (please print)

Executive Director

\_\_\_\_\_  
Title (please print)

05/23/2024

\_\_\_\_\_  
Date



## 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:

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:  Digitally signed by Annya Shapiro  
Date: 2024.05.23 16:35:11 -07'00'

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 L – DHCS LEGAL AND REGULATORY REQUIREMENTS

Contractor and staff are required to know and implement all federal, state and local legal and regulatory requirements that pertain to the provision of DHCS services.

<u>42 CFR</u>	<b>PUBLIC HEALTH</b>
<u>Part 431</u> (Single state agency)	A single state agency will be assigned to manage this contract. For California it is DHCS.
431.107 (record keeping)	Provider Agreement required. Provide the fraud control unit any information regarding payments claimed by the provider for furnishing services.
438	<b>MANAGED CARE</b>
438.104	Marketing activities
438.114	Emergency post stabilization services
438.116	Solvency standards
438.206(b)(2)	Women’s Health Services
438.208(c)(1)	Individuals with special health care needs
438.6(i)	Advanced directives
438.210 ( Managed care definitions) Covered services	Managed Care (Managed Care Organization, Prepaid Inpatient Health Plan, & Prepaid Ambulatory Health Plans) must specify the amount, duration, and scope of each service to assure that that the services are set reasonably to achieve the purpose for which services are furnished. May not arbitrarily reduce or deny services solely because of diagnosis, type of illness, or condition of a beneficiary. *1
455 (Program Integrity: Medicaid)	Disclosure of Information by Providers and Fiscal Agents.
455.101	Definitions of Agent, hospital, MediCare Intermediary, carrier, Health Insuring Organization, Managed Care Entity (MCE),MCO, PIHP, FPHP, PCCM and HIO’s; ownership, controlling interest, indirect ownership, subcontractor, supplier, termination, & fraud.
455.104	Disclosure by Medicaid providers and fiscal agents: of information on ownership and control, the means of providing identifications (SSN, DOB, address, etc.); relationships; when disclosures are due: application, renewal, upon investigation, etc....
455.23	Suspension of payments in case of fraud. Payments can be suspended upon the initiation of a fraud investigation.
455.34	
455.450(c) program integrity)	Provide screening levels for Medicaid Providers and conduct screening at the level of assessed risk. Limited, moderate, or high.

## ATTACHMENT L – DHCS LEGAL AND REGULATORY REQUIREMENTS

Contractor and staff are required to know and implement all federal, state and local legal and regulatory requirements that pertain to the provision of DHCS services.

<u>Part 8</u> (Medicated assisted treatment for opioid use disorder)	Accreditation, responsibilities, evaluation, and withdrawal of accreditation. Certification and treatment standards. Procedures for review of suspension or proposed revocation of OTP certification, and of adverse action regarding withdrawal of approval of an accreditation body. Authorization to increase patient limit to 275.
Part 2	Confidentiality of alcohol and drug abuse patient records.
<u>CFR Title 21</u>	Food and drug administration, Department of Health and Human services
1300 et seq	Drug Enforcement Administration, Department of Justice. Quotas, records and reports of registrants, schedule I and II controlled substances, prescriptions, administrative functions, practices, and procedures.
<u>W&amp;I</u>	WELFARE AND INSTITUTIONS CODE
<u>Chapter 7</u>	BASIC HEALTH CARE
14000 et seq	General provisions. The purpose of this chapter is to afford to qualifying individuals health care and related remedial or preventive services, including related social services which are necessary for those receiving health care under this chapter.
14021.51-.53 14043.1	The department shall establish a NRT dosing fee for methadone and LAAM. Only covered services are eligible for reimbursement. Financial evaluation form instructions.
14043.27	Termination of provisional provider status and preferred provisional provider status.
14043.36	The department shall not enroll any applicant that has been convicted of any felony or misdemeanor involving fraud or abuse in any government program.
14043.6	The department shall automatically suspend any entity upon the loss, revocation, suspension of their license or certificate.
14043.61	A provider shall be subject to suspension if claims are submitted by entities listed on the suspended and ineligible provider list or any list published by the Federal Office of Inspector General.
14100.2	California Privacy Law.

## ATTACHMENT L – DHCS LEGAL AND REGULATORY REQUIREMENTS

Contractor and staff are required to know and implement all federal, state and local legal and regulatory requirements that pertain to the provision of DHCS services.

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14107.11	Upon receipt of a credible allegation of fraud for which an investigation is pending the provider shall be temporarily placed under payment suspension unless there is a good cause exception.
14124.20-.25	The department may enter into a DMC Treatment Program contract with each county for the provision of AOD services within the county service area or the department can enter into contracts with individual providers. Defines reimbursable services including NTP and Perinatal Services. Goes into FFP and county funding, cost reports, criminal investigations, fair hearings, DMC's toll free number.

### H&S

### Health and Safety

11848.5 a & b	<p>(a) Once the negotiated rate with service providers has been approved by the county, all participating governmental funding sources, except the Medi-Cal program (Chapter 7 (commencing with Section 14000) of Part 3 of Division 9 of the Welfare and Institutions Code), shall be bound to that rate as the cost of providing all or part of the total county alcohol and other drug program as described in the county contract for each fiscal year to the extent that the governmental funding sources participate in funding the county alcohol and other drug program. Where the State Department of Health Services adopts regulations for determining reimbursement of alcohol and other drug program services formerly allowable under the Short-Doyle program and reimbursed under the Medi-Cal Act, those regulations shall be controlling only as to the rates for reimbursement of alcohol and other drug program services allowable under the Medi-Cal program and rendered to Medi-Cal beneficiaries. Providers under this section shall report to the department and the county any information required by the department in accordance with the procedures established by the director of the department.</p> <p>(b) The Legislature recognizes that alcohol and other drug abuse services differ from mental health services provided through the State Department of Health Care Services and therefore should not necessarily be bound by rate determination methodology used for reimbursement of those services formerly provided under the Short-Doyle program and reimbursed under the Medi-Cal Act.</p>
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## ATTACHMENT L – DHCS LEGAL AND REGULATORY REQUIREMENTS

Contractor and staff are required to know and implement all federal, state and local legal and regulatory requirements that pertain to the provision of DHCS services.

(a) *Coverage*. Each contract between a State and an MCO, PIHP, or PAHP must do the following:

(1) Identify, define, and specify the amount, duration, and scope of each service that the MCO, PIHP, or PAHP is required to offer.

(2) Require that the services identified in paragraph (a)(1) of this section be furnished in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under FFS Medicaid, as set forth in §440.230 of this chapter, and for enrollees under the age of 21, as set forth in subpart B of part 440 of this chapter.

(3) Provide that the MCO, PIHP, or PAHP—

(i) Must ensure that the services are sufficient in amount, duration, or scope to reasonably achieve the purpose for which the services are furnished.

(ii) May not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of diagnosis, type of illness, or condition of the beneficiary.

(4) Permit an MCO, PIHP, or PAHP to place appropriate limits on a service—

(i) On the basis of criteria applied under the State plan, such as medical necessity; or

(ii) For the purpose of utilization control, provided that—

(A) The services furnished can reasonably achieve their purpose, as required in paragraph (a)(3)(i) of this section;

(B) The services supporting individuals with ongoing or chronic conditions or who require long-term services and supports are authorized in a manner that reflects the enrollee's ongoing need for such services and supports; and

(C) Family planning services are provided in a manner that protects and enables the enrollee's freedom to choose the method of family planning to be used consistent with §441.20 of this chapter.

(5) Specify what constitutes “medically necessary services” in a manner that—

(i) Is no more restrictive than that used in the State Medicaid program, including quantitative and non-quantitative treatment limits, as indicated in State statutes and regulations, the State Plan, and other State policy and procedures; and

(ii) Addresses the extent to which the MCO, PIHP, or PAHP is responsible for covering services that address:

(A) The prevention, diagnosis, and treatment of an enrollee's disease, condition, and/or disorder that results in health impairments and/or disability.

(B) The ability for an enrollee to achieve age-appropriate growth and development.

(C) The ability for an enrollee to attain, maintain, or regain functional capacity.

## ATTACHMENT L – DHCS LEGAL AND REGULATORY REQUIREMENTS

Contractor and staff are required to know and implement all federal, state and local legal and regulatory requirements that pertain to the provision of DHCS services.

(D) The opportunity for an enrollee receiving long-term services and supports to have access to the benefits of community living, to achieve person-centered goals, and live and work in the setting of their choice.

(b) *Authorization of services.* For the processing of requests for initial and continuing authorizations of services, each contract must require—

(1) That the MCO, PIHP, or PAHP and its subcontractors have in place, and follow, written policies and procedures.

(2) That the MCO, PIHP, or PAHP—

(i) Have in effect mechanisms to ensure consistent application of review criteria for authorization decisions.

(ii) Consult with the requesting provider for medical services when appropriate.

(iii) Authorize LTSS based on an enrollee's current needs assessment and consistent with the person-centered service plan.

(3) That any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested, be made by an individual who has appropriate expertise in addressing the enrollee's medical, behavioral health, or long-term services and supports needs.

(c) *Notice of adverse benefit determination.* Each contract must provide for the MCO, PIHP, or PAHP to notify the requesting provider, and give the enrollee written notice of any decision by the MCO, PIHP, or PAHP to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. For MCOs, PIHPs, and PAHPs, the enrollee's notice must meet the requirements of §438.404.

(d) *Timeframe for decisions.* Each MCO, PIHP, or PAHP contract must provide for the following decisions and notices:

(1) *Standard authorization decisions.* For standard authorization decisions, provide notice as expeditiously as the enrollee's condition requires and within State-established timeframes that may not exceed 14 calendar days following receipt of the request for service, with a possible extension of up to 14 additional calendar days, if—

(i) The enrollee, or the provider, requests extension; or

(ii) The MCO, PIHP, or PAHP justifies (to the State agency upon request) a need for additional information and how the extension is in the enrollee's interest.

(2) *Expedited authorization decisions.* (i) For cases in which a provider indicates, or the MCO, PIHP, or PAHP determines, that following the standard timeframe could seriously jeopardize the enrollee's life or health or ability to attain, maintain, or regain maximum function, the MCO, PIHP, or PAHP must make an expedited authorization decision and provide notice as expeditiously as the enrollee's health condition requires and no later than 72 hours after receipt of the request for service.

## ATTACHMENT L – DHCS LEGAL AND REGULATORY REQUIREMENTS

Contractor and staff are required to know and implement all federal, state and local legal and regulatory requirements that pertain to the provision of DHCS services.

(ii) The MCO, PIHP, or PAHP may extend the 72 hour time period by up to 14 calendar days if the enrollee requests an extension, or if the MCO, PIHP, or PAHP justifies (to the State agency upon request) a need for additional information and how the extension is in the enrollee's interest.

(3) *Covered outpatient drug decisions.* For all covered outpatient drug authorization decisions, provide notice as described in section 1927(d)(5)(A) of the Act.

(e) *Compensation for utilization management activities.* Each contract between a State and MCO, PIHP, or PAHP must provide that, consistent with §438.3(i), and §422.208 of this chapter, compensation to individuals or entities that conduct utilization management activities is not structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any enrollee.

(f) *Applicability date.* This section applies to the rating period for contracts with MCOs, PIHPs, and PAHPs beginning on or after July 1, 2017. Until that applicability date, states are required to continue to comply with §438.210 contained in the 42 CFR parts 430 to 481, edition revised as of October 1, 2015.



**ATTACHMENT T**  
**DISASTER AND EMERGENCY RESPONSE PLAN**

**AGENCY NAME:**

**ADDRESS:**

**NAME OF PRIMARY POINT OF CONTACT:**

**TELEPHONE NUMBER(S):**

**EMAIL ADDRESS:**

**LAST UPDATED:**

**I. SUMMARY OF DISASTER AND EMERGENCY RESPONSE PLAN  
("PLAN")**

(The Plan summary sets for the major processes, procedures and goals of the Plan, including a general description of the agency's plans for response and recovery in the immediate aftermath of a national, state, or local disaster or emergency and the agency's plans for the continuation of Services under the Agreement during and after the disaster or emergency.)

**II. KEY PERSONNEL AND CONTACT INFORMATION**

<b>Name/Title</b>	<b>Role in Plan Implementation</b>	<b>Work Phone</b>	<b>Cell Phone</b>	<b>Work Email</b>	<b>Personal Email</b>

### **III. EMERGENCY RESPONSE PLAN**

(Detailed description of the agency's plan to respond to and recover from the emergency. This includes key matters that need to be addressed and acted on immediately in the event of an emergency to ensure the on-going viability of the agency. May include a description of the agency's plans to address leadership/succession, in the event that agency's leaders are unavailable or incapacitated; securing and establishing alternate facilities and equipment in the event that the agency's primary facilities or equipment are unavailable; access to telecommunications and information technology and other matters appropriate to the agency and its mission.)

#### **IV. CONTINUITY OF OPERATIONS**

(This is a detailed description of the agency's plan to ensure the ongoing continuation of services under the Agreement during and after a disaster or emergency. Recognizing that each disaster or emergency will be unique and will pose diverse challenges and constraints that may be impossible to fully anticipate, this section should include a description of the agency's plans for ensuring that staff needed to provide the services set forth in the Agreement are available and able to provide the services and that the agency has identified a process for securing the equipment and supplies needed to perform such services. The agency should attempt to identify, to the extent feasible, the additional personnel, equipment and supply costs that it would incur in providing such ongoing continuity of services to the County.)

## **V. PLAN PRACTICE AND EXERCISING**

(The agency should describe its process to ensure that agency staff is informed of, and trained on, the Plan. This may include a general description of the training materials that are prepared and provided to agency staff and any initial and follow-on training that may be provided.)

## **VI. OTHER MATTERS**

(In this section, the agency will discuss other emergency response-related matters unique to the agency and its mission.)