

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

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

W I T N E S S E T H:

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

Whereas, the parties entered into an agreement on June 21, 2016 for professional services, in the amount of \$250,192, for the term July 1, 2016 through June 30, 2018; and

Whereas, on March 27, 2017 the Chief of the Health System approved an amendment to the agreement, adding a document translation vetting process, increasing the amount by \$5,000 \$255,192 with no change to the agreement term;

Whereas, the parties wish to amend the agreement, adding a cost of living increase and alcohol and other drug prevention services, increasing the amount by \$142,197 to \$397,389, with no change to the agreement term; and

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

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

1. CFDA: #93.959 and Program: Jefferson Union High School District
2. Federal Data Universal Number (DUNS): 07-523-6401
3. Federal Award Identification Number: 14-90099
4. Federal Award Date: 12/9/2014 (last amended 8/27/16 #A04)
5. Federal Award Period of Performance: 7/1/14-6/30/17
6. Federal Awarding Agency: DHCS
7. Federal Award Project Description: Substance Abuse Prevention and Treatment (SAPT) Block Grant

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

1. Amount of Federal funds obligated by this action to sub-recipient:
ONE HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED DOLLARS
(\$139,600).
2. This Is not a Research and Development Award.

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

1. Exhibits and Attachments

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

Exhibit A - Description of Services
Exhibit B – Payments and Rates
Schedule B—Rate Table
Attachment A—Deliverable Options
Attachment B—Deliverables Payment

2. Definitions

1. "CCR" means the California Code of Regulations.
2. "CFR" means the Code of Federal Regulations.
3. "DUNS" means the Data Universal Numbering System, a nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.
4. "Cal. Gov. Code" means the California Government Code.
5. "OMB" means the Office of Management and Budget.
6. "PCC" means the California Public Contract Code.
7. "Reimbursable item" means "allowable cost" and "compensable item".
8. "State" means the State of California.
9. "Contractor" means the Samaritan House 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 THREE HUNDRED NINETY-SEVEN THOUSAND THREE HUNDRED EIGHTY-NINE DOLLARS (\$397,389).

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 (10th) of each month. Program performance data will be submitted in a timely, complete, accurate, and verifiable manner using the BHRS approved reporting procedures. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Refer to Exhibit B for specific fiscal requirements. Upon notification from BHRS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two (2) months past the month of service may not be reimbursed. Invoice(s) for June 2018 will be due by July 7, 2018 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, 2016 through June 30, 2018.

- A. This Agreement may be terminated by Contractor, the Chief of the Health System, or designee at any time without a requirement of good cause upon thirty (30) days written notice to the other party (the "Notice of Termination"). The Notice of Termination shall include the effective date of the notice, a description of the action being taken by the County, including the extent of services terminated, the reason for such action, and any conditions of the termination.

- B. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
- C. Termination for Cause. The grounds for termination of this Agreement for cause shall include, but are not limited to, the following:
1. Threat against life, health or safety of the public (see exemption from notice requirement, above);
 2. A violation of the law or failure to comply with any condition of this Agreement;
 3. Inadequate performance or failure to make progress so as to obstruct or undermine implementation of this Agreement;
 4. Failure to comply with reporting requirements;
 5. Evidence that Contractor is in an unsatisfactory financial condition determined by an audit by County or evidence of a financial condition that obstructs or undermines performance of this Agreement and/or results in the loss of other funding sources;
 6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business;
 7. Appointment of a trustee, receiver, or liquidator for all or substantial part of Contractor's property, or institution of bankruptcy reorganization or the arrangement of liquidation proceedings by or against the Contractor;
 8. Service of any writ of attachment, levy or execution, or commencement of garnishment proceedings against Contractor's assets or income;
 9. The commission of an act of bankruptcy;
 10. Finding of debarment or suspension;

11. Contractor's organizational structure has materially changed; and
12. County determines that Contractor may be considered a "high risk" agency as described in 45 CFR § 92.12 for local government and 45 CFR § 74.14 for non-profit organizations. If such a determination is made, the Contractor maybe 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 sub-

contractors/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 these 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 ten (10) 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

In the case of Contractor, to:

Name/Title: Mary Bier/Program Director, PPP
Address: 699 Serramonte Blvd. Ste. 100, Daly City, CA 94015
Telephone: (650) 550-7900
Facsimile: (650) 550-7888
Email: mbier@juhsd.net

19. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may

revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

20. Conflict of Interest

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

21. Debarment, Suspension, and Other Responsibility Matters

- A. Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency [45 CFR § 92.35];
 - 2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
 - 4. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default;

- B. Contractor shall report immediately to the County Behavioral Health and Recovery Services ("BHRS") in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents or other evidence of fraud and abuse until otherwise notified by BHRS.
- C. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by BHRS.
- D. Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors' debarment/suspension status.

22. Contractor's Staff

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

23. Lobbying Certification

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

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- E. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

24. Commencement of Work

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

25. Records

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

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

- B. If this Agreement is completely or partially terminated, the records relating to

the work terminated shall be preserved and made available for the same periods as specified in subsection A above. Contractor shall ensure that any resource directories and all client records remain the property of County upon termination of this Agreement, and are returned to County or transferred to another Contractor as instructed by County.

- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving Contractor's records, all records relative to such action shall be maintained and made available until every action has been cleared to satisfaction of County and so stated in writing to Contractor.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by County under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR § 200.302, the expenditures will be questioned in the audit and may be disallowed by County during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

26. Access

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

27. Monitoring and Evaluation

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

has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the County.

28. Audit

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

A copy shall be submitted to:

Behavioral Health and Recovery Services
Attn: John Klyver
Facsimile: (650) 573-2110

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

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

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

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

Contract resolution shall include:

1. Ensuring that a subcontractor that has expended amounts requiring an audit during the Contractor's fiscal year has met the audit requirements of 2 CFR §§ 200.501 to 200.521 [formerly OMB Circular A-133] as

summarized herein;

2. Issuing a management decision on audit findings within six months after receipt of the subcontractor's single-audit report and/or other type of audit and ensuring that the subcontractor takes appropriate and timely corrective action;
3. Reconciling expenditures reported to County to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single-audit requirements. For a subcontractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to County must be accomplished by the performance of alternative procedures (e.g., risk assessments [2 CFR § 200.331], documented review of financial statements, ,documented expense verification, including match, etc);
4. When alternative procedures are used, the subcontractor shall perform financial management system testing which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program;
 - b. Records that identify adequately the source and application of funds for each federally funded activity;
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes;
 - d. Comparison of expenditures with budget amounts for each federal award;
 - e. Written procedures to implement the requirements of 2 CFR 200.305; and
 - f. Written procedures for determining the allowance of costs in accordance with 2 CFR Part 200, Subpart E-Cost Principles. [2 CFR § 200.302]
5. The subcontractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents; and
6. Determining whether the results of the reconciliations performed require adjustment of the subcontractor's own records.

- D. County shall ensure that Contractor's single-audit reports meet 2 CFR Part 200-Subpart F-Audit Requirements [formerly OMB Circular A-133] requirements:
1. Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be submitted to the County within 30 days after Contractor's receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first [2 CFR § 200.512];
 2. Property procured – use procurement standards for auditor selection [2 CFR § 200.509];
 3. Performed in accordance with General Accepted Government Auditing Standards [2 CFR § 200.514];
 4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs [2 CFR § 200.515]; and
 5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F- Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- E. Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards; County shall have access to all audit reports and supporting work papers, and County has the option to perform additional work, as needed.
- F. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
1. Any costs when audits required by the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal

year.

- a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

- G. Contractor shall cooperate with and participate in any further audits which may be required by County.

29. **Dissolution of Entity**

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

30. **Information Integrity and Security**

A. Information Assets

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

Information assets include (but are not limited to):

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

B. Encryption on Portable Computing Devices

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

C. Disclosure

1. Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State and County policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.

2. Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. Contractor shall not use such identifying information in paragraph 3 above for any purpose other than carrying out Contractor's obligations under this Agreement.
5. Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than County without prior written authorization from County. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

D. Health Insurance Portability and Accountability Act (HIPAA)

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

31. Security Incident Reporting

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

32. Notification of Security Breach to Data Subjects

- A. Notice must be given by Contractor to County and any data subject whose personal information could have been breached.
- B. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or when necessary measures to restore system integrity are required.

- C. Notice may be provided in writing, electronically or by substitute notice in accordance with State law, regulation or policy.

33. Software Maintenance

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

34. Electronic Backups

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

35. Right in Data

A. Rights in Data

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

36. Transition Plan

- A. Contractor shall submit a transition plan to BHRS within ten (10) days of delivery of a written Notice of Termination. The transition plan must be approved by County and shall at a minimum include the following:
1. Description of how clients will be notified about the change in their service provider;
 2. A plan to communicate with other organizations that can assist in locating alternative services;
 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals;
 4. A plan to evaluate clients in order to assure appropriate placement;
 5. A plan to transfer any client records to a new contractor;
 6. A plan to dispose of confidential records in accordance with applicable laws and regulations;
 7. A plan for adequate staff to provide continued care through the term of the contract;
 8. A full inventory and plan to dispose of, transfer or return all equipment purchased with contract funds during the entire operation of the contract; and
 9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. Contractor shall implement the transition plan as approved by BHRS. BHRS will monitor Contractor's progress in carrying out all elements of the transition plan.
- C. If Contractor fails to provide a transition plan, the Contractor will implement a transition plan submitted by County to Contractor following the Notice of Termination.

37. Emergency Preparedness

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

38. Compliance With Living Wage Ordinance

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

39. Program Changes

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

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

COUNTY OF SAN MATEO

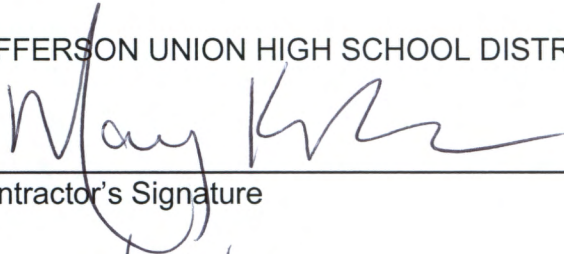
By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

JEFFERSON UNION HIGH SCHOOL DISTRICT



Contractor's Signature

Date: 11/16/17

EXHIBIT A2 - SERVICES
JEFFERSON UNION HIGH SCHOOL DISTRICT
FY 2016 – 2018

In consideration of the payments set forth in Exhibit "B2", Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. MENTAL HEALTH PROGRAM SERVICES

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

1. Contractor shall provide mental health services to youth at Daly City Youth Health Center (DCYHC) and Jefferson Union High School District school campuses. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, rules and regulations, including quality assurance requirements of the Short-Doyle/Medi-Cal Program. Services shall include the following:
 - a. Assessment - Assessment services include clinical analysis of the history and current status of the client's mental, emotional or behavioral condition.
 - b. Individual Therapy - Individual Therapy are those therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual but may include family or significant support persons when the individual is present, but the focus of work is on the client and not on the family system.
 - c. Group Therapy - Group Therapy are those therapeutic interventions for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include group family therapy when families of two or more clients are present, and the client is not present.

- d. Collateral Services and Family Counseling/Therapy - Collateral Services consists of contact with one or more family members and/or significant support persons (when the client is not present) which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s).
 - e. Crisis Intervention - Crisis Intervention is a service, lasting less than twenty-four (24) hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit.
 - f. Case Management/Brokerage - Case Management Services are activities that are provided by Contractor's staff to access medical, educational, social, prevocational, vocational, rehabilitative, or other needed services for eligible clients. Services may include the following:
 - Client Centered Interagency Collaboration
 - Program-Related Interagency Collaboration
 - g. Rehabilitation Services (e.g. daily living skills) - Rehabilitative Services may include any or all of the following: Assistance in improving, restoring or maintaining a client's functional skills, daily living skills, social skills, leisure skills, grooming and personal hygiene skills, medication compliance, and access to support resources.
2. For FY 2016-17 Contractor shall provide up to sixty-one thousand eight hundred thirty-five (61,835) minutes of service. One (1) unit equals one (1) minute of mental health service.
- For FY 2017-18 Contractor shall provide up to sixty-one thousand eight hundred thirty-five (61,835) minutes of service. One (1) unit equals one (1) minute of mental health service.
3. Contractor shall serve approximately sixty (60) unduplicated clients.

4. Mental health services rendered shall be under the supervision of the Behavioral Health and Recovery Services (BHRS) Deputy Director for Child and Youth Services, who may specify the kind, quality, and amount of the services and criteria, other than those set forth herein, for determining the persons to be served.
5. Contractor shall participate in state mandated outcome measurement collection.
6. Contractor will maintain efforts to involve parents or other caregivers in the development and carrying out of intervention plans involving their children.

B. MENTAL HEALTH SERVICES (Authorized by the MHP)

1. Contractor shall provide services for clients under the MHP. These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Families Healthy Kids Program, and clients known to be uninsured, for whom the MHP has assumed responsibility.
 - a. All clients shall be authorized for service by the BHRS ACCESS Team. Separate authorizations shall be required for assessment and ongoing treatment services.
 - b. After a clinical assessment is completed, Contractor shall notify the ACCESS Team within five (5) working days of completion of assessment with result of the assessment. If the results include a recommendation that Contractor provide further treatment, additional authorization must be obtained.
 - c. Treatment programs include the following:
 - 1) Family Treatment
 - 2) Sexual/Other Trauma
 - 3) Co-Occurring Condition MH/Eating Disorder
 - 4) Cognitive Behavioral Therapy (CBT)
 - d. Services shall include the following:
 - 1) Assessment Services:
 - i. Psychological assessment
 - ii. Eating Disorder assessment
 - iii. Substance Abuse assessment
 - 2) Treatment Services:
 - i. Brief individual, family, and group therapy

- ii. Collateral services, including contact with family and other service providers

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

C. HIGH SCHOOL BEHAVIORAL HEALTH CAREER PATHWAYS PROJECT

1. High school behavioral health career pathway projects are designed to create interest and remove barriers to youth entering behavioral health care jobs by giving them exposure to work in related behavioral health care careers. Youth entrance into the field, most notably youth from diverse ethnic, linguistic and cultural backgrounds, is essential to diversify the behavioral healthcare workforce. In addition to workforce development needs, such high school programs have shown to assist students with improved, attendance, participation and motivation.

2. Goals of the Program

- a. Attract students to jobs in behavioral health through specific career education and experience in the field.
- b. Increase understanding and tolerance towards individuals with mental health challenges, mental health conditions in general, and/or substance use problems.
- c. Improve academic engagement and performance of youth through relevant, career-oriented programming.

3. Values and Principles

- a. BHRS seeks to build a workforce that is diverse, well prepared and sufficient to meet the needs of our communities and support the values below:

- 1) Person and Family Centered Care

We promote culturally responsive person-and-family centered recovery.

- 2) Potential

We are inspired by the individuals and families we serve, their achievements and potential for wellness and recovery.

3) Power

The people, families, and communities we serve and the members of our workforce guide the care we provide and shape policies and practices.

4) Partnerships

We can achieve our mission and progress towards our vision only through mutual and respectful partnerships that enhance our capabilities and build using proven practices, opportunities, and technologies to prevent and/or reduce the impacts of mental illness and addiction and to promote the health of the individuals, families and communities we serve.

b. The behavioral healthcare workforce is expected to understand the following priorities of the San Mateo County BHRS systems of care:

- 1) Accept and promote a consumer and family-wellness oriented health care system;
- 2) Treatment of co-occurring substance use and mental health issues;
- 3) Reduce stigma;
- 4) Recognize, honor and effectively work with issues of culture, ethnicity and linguistic abilities;
- 5) Address and understand impact of trauma;
- 6) Identify strengths and believe in choice, empowerment and recovery.

4. Service Model

- a. Education will be provided on basics of behavioral health care, including the values above, and may also include subject matters such as:

- 1) Human development
- 2) Family development
- 3) Types of behavioral health conditions
- 4) Assessment and treatment of mental health conditions
- 5) Assessment and treatment of substance use conditions
- 6) Cross cultural skills
- 7) Recognizing and addressing stigma
- 8) Career paths for mental health jobs

The actual topics of the program will be created in collaboration with BHRS staff during designated program set-up time.

b. The above behavioral health education will be provided in:

- 1) Classroom
BHRS and its service providers will partner to provide speakers and career pathway information. It is anticipated that the project will be embedded into an existing complementary course (psychology, human services, health, counseling, or sociology are preferred locations to embed the curriculum) and that students will meet daily, or during a typical "block" period of time. Such a course will be taught by credentialed secondary school faculty.
- 2) Field Experiences
School staff will work with BHRS staff to develop enriching activities for students. It is anticipated these activities will consist of visits to mental health care and/or substance use treatment sites, after which students will have opportunity to engage in activities which allow them to integrate the knowledge of their observation and discussions with mental health and/or substance use treatment staff.

5. Policies and Procedures

- a. Reinforce collaboration with BHRS and its contracted providers in the design and implementation of the program.

- b. Facilitate coordination and communication with parents regarding their child's participation in the program; meet with parents as needed, provide information and education to parents regarding program, and obtain parental consent for participation in program activities.
- c. School and program staff will work with BHRS to create policies which ensure safety and privacy for the students, and for the consumers and families of BHRS. Such policies will include, but not be limited to, confidentiality policies, behavioral expectations at health care sites, and steps to ensure personal safety.

6. Evaluation

- a. Tracking logs and use of tools will be part of the contractual responsibilities of the schools delivering services.
- b. BHRS will work with agency representatives early in the planning process to develop an evaluation plan. This group will be responsible for final selection of the tools to be used, the key elements of the tracking logs, and the timetable for the submission of documentation, at the County's discretion.

7. Final Report

- a. Contractor will submit a comprehensive final report (from FY 2010) that details outcomes of the program, both qualitatively and quantitatively, including lessons learned, partnerships developed, promising practices as well as challenges and barriers. The final report should highlight the impact of the behavioral health pathways career program in relation to the original goal of the RFP.

D. DOCUMENT TRANSLATION VETTING PROCESSES

Contractor shall provide services to the Office of Diversity and Equity (ODE) in the document translation vetting processes as needed; staff and consumer level reviewing, editing, making suggestions on literacy level and cultural appropriateness of BHRS translated materials.

E. ALCOHOL AND OTHER DRUG COMMUNITY CAPACITY BUILDING

BHRS will provide training for the implementation process and procedures regarding sponsorship activities through a Training Academy. Contractor will attend and complete at least two (2) trainings per month to perform targeted activities. Contractor will perform the following activities:

1. attend at least two (2) trainings per month,
2. build partnership and community capacity, identify and document organizational sponsorship policies, and
3. set priorities for the next two (2) years of work.

Upon satisfactory completion of the first year deliverables, funding for years two (2) and three (3) July 1, 2018- June 30, 2020, will be evaluated and then re-evaluated on a year-to-year basis. Funding is contingent upon meeting the previous year's outcomes and County funding availability.

1. Year One Deliverables:

Contractor will describe the process and activities your agency will engage in to meet the following deliverables:

- a. Program Objectives: At the end of March 2018 of Year One, Contractor will develop a scope of work that includes measurable objectives that will address mitigating the use and abuse of each of the following: alcohol, marijuana, and other drugs. Contractor also has the option of developing a fourth measurable general objective that will address AOD issues. Objective categories may include, but are not limited to, the following:
 - i. Reduction of at-risk behavior
 - ii. Increased knowledge of the effects of alcohol, marijuana, and other drugs
 - iii. Implementation of community policy initiatives to minimize youth access to alcohol, marijuana, and other drugs.
- b. Training: Attendance to two (2) or more alcohol, tobacco, and other drug (ATOD) prevention-related trainings every month by at least two (2) staff members.

- c. Policy development: Documentation of a policy enacted by the Contractor's board of directors related to acceptance of donations, goods, volunteers, or sponsorship from tobacco, marijuana and alcohol companies or their affiliates. Discussion of policy considerations will include benefits and risks of industry affiliations. The policy may include, but not be limited to, decisions by the board of directors on the following:
 - i. Whether to accept sponsorship of programs, events, participants, etc., by the alcohol, tobacco, and /or marijuana industries.
 - ii. Allowable donations and in kind goods from alcohol, tobacco and/or marijuana industries.
 - iii. Alcohol, tobacco, and/or marijuana industry partnership through staff volunteer activities.
 - d. Schedule and execute community conversations to assess and redefine priorities and objectives. Submit documentation of executed community conversations to BHRS Program Service Manager.
 - e. Scope of Work: A Scope of Work for years two (2) and three (3) must be submitted by March 31, 2018 and approved by the BHRS Program Service Manager;
2. Contractor shall complete monthly and annual deliverables as described in Attachment A2.

II. ADMINISTRATIVE REQUIREMENTS

A. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30.

The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than five percent (5%), and 3) first appointment will be within fourteen (14) days of referral or request of service. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

2. Referring Individuals to Psychiatrist

Contractor will have written procedures for referring individuals to a psychiatrist or physician when necessary, if a psychiatrist is not available.

3. Medication Support Services

For Contractors that provide or store medications: Contractor will store and dispense medications in compliance with all pertinent state and federal standards. Policies and procedures must be in place for dispensing, administering and storing medications consistent with BHRS Policy 99-03, Medication Room Management and BHRS Policy 04-08 Medication Monitoring located at www.smchealth.org/bhrs-documents. In particular:

- a. Medications are logged in, verified, counted and added to inventory sheets.
- b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
- c. Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.
- d. All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
- e. Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

- f. Medications are disposed of after the expiration date and recorded.
- g. Injectable multi-dose vials are dated and initialed when opened.
- h. A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal law.
- i. "Stock" medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

4. Record Retention

Paragraph 15 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

5. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement including but not limited to Consent Forms, assessments, treatment plans, and progress notes. Contractor agencies must submit, via fax to Quality Management at 650-525-1762, their version of these forms for approval before the forms are to be used. Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manuals (as defined in Paragraph II. of this Exhibit). Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of trainings including attendance by staff may be requested at any time during the term of this Agreement.

System of Care (SOC) Mental Health Providers shall document in accordance with the BHRIS Documentation Manual located online:

<http://www.smchealth.org/sites/default/files/docs/BHRIS/BHRISDocManual.pdf>.

SOC Contractor will utilize either documentation forms located on <http://smchealth.org/SOCMHContractors> or contractor's own forms that have been pre-approved.

Substance Use provider services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online: <http://www.smchealth.org/bhrs/aod/handbook>.

Managed Care providers shall document services in accordance with the BHRIS Managed Care Provider Manual located online:

<http://www.smchealth.org/sites/default/files/docs/BHRIS/Providers/ManagedCareProviderManual.pdf>.

Managed Care Providers will utilize documentation forms located at <http://www.smchealth.org/bhrs/contracts>.

6. Audits

Behavioral Health and Recovery Services QM will conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon request. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRIS and Contractors requiring submission of charts as requested. Contractor is required to provide all necessary documentation for external audits and reviews within the stated timeline.

7. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the Agreement.

c. Advance Directives

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

8. Beneficiary Brochure and Provider Lists

Contractor must provide Medi-Cal beneficiaries new to BHRS with a beneficiary brochure at the time of their first mental health service from the Contractor. Contractors are required to be aware of and make available to BHRS Medi-cal clients all mandatory postings listed at this website:

<http://www.smchealth.org/bhrs/providers/mandpost>

9. 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 the records contain or contract possesses any PHI covered under 42 C.F.R. Part 2:

1. Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
2. Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
3. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS confidentiality trainings located at: <http://smchealth.org/bhrs/providers/ontrain>.

10. Site Certification

- a. Contractor will comply with all site certification requirements Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, MediCal, Medicare, or Drug Medical.
- b. Contractor is required to inform BHRS Quality Management, in advance of the following major changes:
 1. Major leadership or staffing changes
 2. Major organizational and/or corporate structure changes (example: conversion to non-profit status)
 3. Any changes in the types of services being provided at that location; day treatment or medication support when medications are administered or dispensed from the provider site.

4. Significant changes in the physical plant of the provider site some physical plant changes could require a new fire or zoning clearance.
5. Change of ownership or location.
6. Complaints regarding the provider.

11. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management (via fax # 650-525-1762) when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents.

12. Ineligible Employees

BHRS requires that Contractors identify the eligibility status to bill for Medi-Cal services of ALL employees, interns or volunteers prior to hiring and on an annual basis thereafter. These records should be maintained in the employee files. This process is meant to ensure that any person involved with delivering services to clients of BHRS or involved in Medi-Cal billing or oversight 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 and faxing to 650-525-1762) should a current employee, intern or volunteer be identified as ineligible to bill Medi-Cal services. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

- a. Office of Inspector General

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County of San Mateo clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility maybe verified by checking: <http://exclusions.oig.hhs.gov/>.

b. California Department of Health Care Services

Contractor providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Care Services (DHCS) in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking:

<http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>

Once there, scroll down to the bottom of the page and click on Medi-Cal Suspended and Ineligible Provider List (Excel format). The list is in Alphabetical order. Search by the individual's last name.

13. 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>.

14. 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 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 a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as part of their employment with the Contractor.

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

15. Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, and ongoing, (at the clinician's license or registration renewal time) the credentials of its clinical staff at <https://www.breeze.ca.gov/datamart/loginCADCA.do> Contractor will obtain a waiver when needed from BHRS Quality Management. All clinical personnel must comply with HIPAA regulations to obtain a National Provider Identifier (NPI) number. The license and NPI information shall be reported to the County through the completion of a County provided credentialing form located at <http://www.smchealth.org/AvatarAccess> and submitted to BHRS. Contractor is requirement to track expiration dates and verify all licenses and credentials are current and in good standing at all times. Contractor is required to keep proof of verification of credentials for each staff person. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit plan to correct to address the matter.

16. Staff Termination

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

17. Minimum Staffing Requirements

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

B. Cultural Competency

Implementation of these guidelines are based on the Nationally Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or jafrica@smcgov.org

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Health Equity Initiatives Manager (HEIM) by September 30th 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, clients rights to receive language assistance.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
- c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
- d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
- e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.

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

C. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours that the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

III. GOALS AND OBJECTIVES

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

MENTAL HEALTH SERVICES

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

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

Data to be collected by Contractor.

Goal 2: To enhance clients' and parents' or other caregivers' satisfaction with the services provided.

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

Data to be collected by County in collaboration with Contractor.

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

Data to be collected by County in collaboration with Contractor.

MENTAL HEALTH SERVICES (AUTHORIZED BY MHP)

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

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

Data to be collected by County.

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

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

Data to be collected by County in collaboration with Contractor.

HIGH SCHOOL BEHAVIORAL HEALTH CAREER PATHWAYS PROJECT

Goal 1: Seventy-five (75) students will complete the high school behavioral health pathways course in academic school year 2016-17.

Objective 1: Using pre-test and post-test measures, seventy-five percent (75%) of students in the high school behavioral health pathways program will demonstrate a more favorable attitude toward persons with behavioral health issues.

Data to be collected by Contractor

COMMUNITY CAPACITY BUILDING

Goal 1: Build capacity by the end of the first year.

Objective: Ninety percent (90%) of identified activities and deliverables will be completed by June 30, 2018.

*** END OF EXHIBIT A2 ***

EXHIBIT B2 – PAYMENTS AND RATES
JEFFERSON UNION HIGH SCHOOL DISTRICT
FY 2016 – 2018

In consideration of the services provided by Contractor in Exhibit "A2", County shall pay Contractor based on the following fee schedule:

I. PAYMENT

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 2. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

A. 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 2 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 combined maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed ~~FOUR HUNDRED ONE THOUSAND FOUR HUNDRED EIGHTY-NINETHREE HUNDRED NINETY-SEVEN THOUSAND THREE HUNDRED EIGHTY-NINE DOLLARS~~ (\$401,489,397,389) for the term of the agreement. The maximum amount for each fiscal year is as follows:

FY 2016-17	\$141,122
FY 2017-18	\$260,367,256,267
Total	\$401,489,397,389

B. MENTAL HEALTH SERVICES – SYSTEM OF CARE

Contractor shall be paid a maximum of ONE HUNDRED SEVENTY-FIVE THOUSAND SEVEN HUNDRED THIRTY-SEVEN DOLLARS (\$175,737) for the term of the agreement.

1. For the term July 1, 2016 through June 30, 2017, County shall pay Contractor services as described in Paragraph I.A. at a rate of ONE DOLLARS AND FORTY CENTS (\$1.40) per minute, not to exceed sixty one thousand eight hundred thirty five (61,835) minutes, for a total of EIGHTY-SIX THOUSAND FIVE HUNDRED SEVENTY DOLLARS (\$86,570).
2. For the term July 1, 2017 through June 30, 2018, County shall pay Contractor services as described in Paragraph I.A. at a rate of ONE DOLLARS AND FORTY-FOUR CENTS (\$1.44) per minute, not to exceed sixty one thousand eight hundred thirty five (61,835) minutes, for a total of EIGHTY-NINE THOUSAND ONE HUNDRED SIXTY-SEVEN DOLLARS (\$89,167).

C. MENTAL HEALTH SERVICES – AUTHORIZED BY MHP

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

FY 2016 – 2017

1. Services Rates

a. Assessment Services (non-MD)

An assessment shall consist of one (1) face-to-face visit conducted by a licensed waived, or registered mental health professional.

	<u>2016-17</u>
90791 Assessment (per case)	\$124.00

b. Treatment Services (non MD)

Treatment services shall consist of face-to-face services with client or collateral (except for authorized telephone consultation) and be conducted by a licensed, waived or registered mental health professional.

	<u>2016-17</u>
90834 Individual Therapy, per session	\$88.00
90853 Group Therapy, per person, per session	\$29.00
90847 Family Therapy, one hour, includes all member	\$90.00

90887 Collateral, per session	\$59.00
99442 Clinical Consultation (telephone, 15 min.)	\$12.00

2. FY 2017 – 2018

County shall reimburse Contractor according to the rate table referenced in Schedule B – San Mateo County Mental Health Current Agency CPT Rate Schedule FY 2017-18.

D. HIGH SCHOOL BEHAVIORAL HEALTH CAREER PATHWAYS

The maximum payment for services shall not exceed TWENTY-SEVEN THOUSAND FIFTY TWO DOLLARS (\$27,052) for the term July 1, 2016 through June 30, 2017. Contractor shall invoice County on a monthly basis for services provided.

E. DOCUMENT TRANSLATION VETTING PROCESS

Contractor shall be paid a maximum of FIVE THOUSAND DOLLARS (\$5,000) for services described in paragraph I.D. of this Exhibit A2, for the term of the agreement.

1. FY 2016 – 2017

County shall pay Contractor at a rate of SEVENTY FIVE DOLLARS (\$75) per hour not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500).

2. FY 2017 – 2018

County shall pay Contractor at a rate of SEVENTY FIVE DOLLARS (\$75) per hour not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500).

F. ALCOHOL AND OTHER DRUG COMMUNITY CAPACITY BUILDING

1. Contractor shall be paid a maximum of ONE HUNDRED ~~FORTY-THREE THOUSAND SEVEN HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED~~ DOLLARS (\$~~143,700~~139,600) for services described in paragraph I.E. of this Exhibit A2.

- a. For the term December 1, 2017 through June 30, 2018, County shall pay Contractor ~~one-twelfthseventh~~ (1/12th) of the maximum amount per month, or ~~TWENTY THOUSAND FIVE HUNDRED TWENTY-NINENINETEEN THOUSAND NINE HUNDRED FORTY-THREE~~ DOLLARS (\$~~20,529~~19,943), provided that performance requirements have been met.

2. Performance Requirements

- a. County and Contractor agree, in the event that Contractor fails to complete the deliverables as described in Attachment B2, Table 1 and Table 2, by the specified date and to the satisfaction of the County, the County may, at its sole discretion, reduce the next month's ~~one-twelfthseventh~~ (1/12th) payment by the amount of the unmet deliverable(s).
- b. Timeline for Deliverables and Payment Adjustments

The expected timeline for deliverables and the corresponding payment adjustments (if any) are detailed as follows:

After July 2017 Progress Report	After August 2017 Progress Report	After Sept. 2017 Progress Report	After October 2017 Progress Report
Consultation between AOD contract monitor and Contractor to carry uncompleted program deliverables into August.	Consultation between AOD contract monitor and Contractor to carry uncompleted program deliverables into September.	Consultation between AOD contract monitor and Contractor to reconcile completed activities for July - September.	Consultation between AOD contract monitor and Contractor to reconcile completed activities for August-October.
Payment for July	Payment for August	Payment for September	Payment for October
Remains the 1/12 th	Remains the 1/12 th	1/12 th flat rate, minus stated costs of uncompleted activities from July.	1/12 th flat rate, minus stated costs of uncompleted activities from August.
After November 2017 Progress Report	After December 2017 Progress Report	After January 2018 Progress Report	After February 2018 Progress Report
Consultation between AOD contract monitor and Contractor to reconcile completed activities for September-November.	Consultation between AOD contract monitor and Contractor to reconcile completed activities for October-December.	Consultation between AOD contract monitor and Contractor to reconcile completed activities for November-January.	Consultation between AOD contract monitor and Contractor to reconcile completed activities for December- February.
Payment for November	Payment for December	Payment for January	Payment for February
1/12 th flat rate, minus stated costs of uncompleted activities from September.	1/12 th flat rate, minus stated costs of uncompleted activities from October.	1/12 th flat rate, minus stated costs of uncompleted activities from November.	1/12 th flat rate, minus stated costs of uncompleted activities from December.

After March 2018 Progress Report	After April 2018 Progress Report	After May 2018 Progress Report	After June 2018 Progress Report
Consultation between AOD contract monitor and Contractor to reconcile completed activities for January-March.	Consultation between AOD contract monitor and to reconcile completed activities for February-April.	Consultation between AOD contract monitor and Contractor to reconcile completed activities for March-May.	Consultation between AOD contract monitor and Contractor to reconcile completed activities for April-June.

Payment for March	Payment for April	Payment for May	Contract Cost Reconciliation for FY 2017-18 Expenditures – Final Payment
1/12 th flat rate, minus stated costs of uncompleted activities from January.	1/12 th flat rate, minus stated costs of uncompleted activities from February.	1/12 th flat rate, minus stated costs of uncompleted activities from March-May.	

3. Funding is contingent upon availability of funds for AOD prevention and upon Contractor's satisfactory progress on the contracted service deliverables as described in the approved Work Plan.
 - a. Contractor will provide the deliverables described in the approved Work Plan in the Major Activities column, and by the date listed in the Completion Date column.
 - b. Contractor will review the Major Activities/deliverables completed in the Work Plan with the BHRS AOD Analyst on a quarterly basis. Any incomplete Major Activities may result in a corrective action plan, or may result in the delay or withholding of future payments
 - c. If it is determined that the Contractor has not met the Major Activities deliverables by the required 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.

- G. Modifications to the allocations in Paragraph A of this Exhibit B2 may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 4 of this Agreement.

- H. ~~The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.~~ Not used.
- I. In the event that funds provided under this Agreement are expended prior 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.
- J. In the event this Agreement is terminated prior to June 30, 2018, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this agreement such billing shall be subject to the approval of the Chief of the Health System or designee.
- K. Disallowances that are attributable to an error or omission on the part of the County shall be the responsibility of the County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- L. 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).
- M. Monthly Invoice and Payment
 - 1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.
 - a. Direct Services/Claims

Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms.

County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.

b. Indirect Services/Claims

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

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

Claims for Mental Health Services may be sent to:

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

Claims for AOD Community Capacity Building may be sent to:

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

- N. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System of designee.

O. 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.

P. County May Withhold Payment

Contractor shall provide pertinent documents required for Medi-Cal Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the BHRS Quality Improvement Manager.

Q. 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.

R. Cost Report – for contracts that include Third party billing and for those contracts where a cost report is required

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the end of the fiscal year. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.

2. If the annual Cost Report provided to County shows that total payment to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract saving shall be made to County by Contractor, unless otherwise authorized by the BHRS Director or designee. By mutual agreement of County and Contractor, contract savings or "rollover" may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County and are retained in accordance with paragraph C of this Exhibit B2.

S. Election of Third Party Billing Process

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

1. Option One

- a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B2. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.

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

2. Option Two

- a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B2. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement through the Cost Report reconciliation.
- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this Agreement. For clients, who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10 days) of the end of the first month of the Agreement.

T. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co- payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

U. 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 A2 of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____, 20____

Signed _____ Title _____

Agency _____”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement;
 - b. The beneficiary was eligible to receive services described in Exhibit A2 of this Agreement at the time the services were provided to the beneficiary;
 - c. The services included in the claim were actually provided to the beneficiary;
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided;
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement;
 - f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement; and
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

4. Except as provided in Paragraph 15 of the Agreement and Paragraph II.A.4. of this Exhibit A2 relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Care Services; the Medical Fraud Unit; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

*** END OF EXHIBIT B2 ***

**SCHEDULE B – RATE TABLE
SAN MATEO COUNTY MENTAL HEALTH
CURRENT AGENCY CPT RATE SCHEDULE
FY 2017 – 2018**

A. Agency Rates for Mental Health Services (Authorized by the MHP)

1. Assessment Services (non-MD): An assessment shall consist of at least one (1) face-to-face visit conducted by a licensed, waived, or registered mental health professional.

Service Type	2017 – 2018
	Rate
90791 Psychiatric Evaluation (no medical services)	\$145.21 *

2. Treatment Services (non-MD): Treatment services shall consist of face-to-face services with client or collateral (except for authorized telephone consultation) and be conducted by a licensed, waived, or registered mental health professional.

Service Type	2017 – 2018
	Rate
90834 Individual Therapy (Inpatient and Outpatient)	\$93.37 *
90853 Group Therapy, 15 min per person, per session	\$28.43 *
90847 Family Therapy, includes all members, up to one hour	\$117.35 *
90887 Collateral, up to one hour	\$59.00 *
99442 Clinical Consultation (Telephone)(prev. X8255)	\$12.00

3. No Show (failure of client to appear for or cancel an appointment within 24 hrs. of the scheduled time, documented in chart at time of appointment, verifiable in retrospective audit.) Limit 2 per client within the first authorization period.

Service Type	2017 – 2018
	Rate
N0000 No Show	\$20.00

* Spanish, Tagalog and American Sign Language receive bilingual differential of \$10. Other languages can be requested on a case-by-case basis and will be determined by the ACCESS Team at the time of authorization.

ATTACHMENT A2
PPP/JCYC – Deliverable Options

Description – Monthly Deliverables	Documentation: At least one per deliverable to be submitted by Contractor
<p>M1. Attend monthly AOD prevention partnership meetings.</p> <ul style="list-style-type: none"> • Program coordinator • Program director • Someone who will be directly involved in program delivery 	<p>AOD Staff Collects:</p> <ul style="list-style-type: none"> • Meeting agenda • Brief meeting notes • Sign-in sheets
<p>M2. Maximum 5 staff attend 2 trainings per month (10 total events)</p> <ul style="list-style-type: none"> • Program coordinator of the organization and partner organizations • Project director • Program manager • Community/youth leader • Program assistant 	<ul style="list-style-type: none"> • Certificate of completion • Registration confirmation • Sign-in sheets (Staff Confirmation)
<p>M3. Post messages on social media platform Platform can include</p> <ul style="list-style-type: none"> • Type of social media-Facebook, Twitter, Instagram, Google+, LinkedIn, YouTube, Pinterest, Instagram, Snapchat, WhatsApp, Meetup, Next-door, Yelp, text messages • Creative content- <ul style="list-style-type: none"> ○ Relevant, useful, and interesting ○ Easy to understand and share ○ Friendly, conversational, and engaging ○ Action-oriented ○ Engaging • Should include at least one ATOD prevention message • Type of content-text only, images, links, videos • Relevant- Time of posting, message tailored to target audience 	<ul style="list-style-type: none"> • Link to message • Screen shot of message • Details of response- likes, shares, key messages/lessons learned

<p>M4. Respond to media story/post with prevention message</p> <ul style="list-style-type: none"> • Respond within 24 hrs. if possible • Make use of teachable moments • Build on the conversation • Provide additional AOD prevention message • Follow-up 	<ul style="list-style-type: none"> • Screen shot of response
<p>M5. Communications to whole partnership distribution list</p> <ul style="list-style-type: none"> • Should include message about AOD prevention meetings/ activities/updates 	<ul style="list-style-type: none"> • Copy of communication message that shows list of target group
<p>M6. Meet with AOD contract monitor in person or by phone to provide updates or seek assistance</p>	<ul style="list-style-type: none"> • Appointment schedule-calendar with date and time • Meeting notes
<p>M7. Conduct monthly community coalition meetings</p> <ul style="list-style-type: none"> • Program coordinator • Program director • Should be attended by at least 3 community members 	<p>Submit all:</p> <ul style="list-style-type: none"> • Sign-in Sheets • Meeting Agenda • Meeting notes
<p>M8. Monthly youth coalition meetings</p> <ul style="list-style-type: none"> • Program coordinator • Program director 	<p>Submit all:</p> <ul style="list-style-type: none"> • Sign-in Sheets • Meeting Agenda • Meeting notes
<p>M9. Conduct community education presentation</p> <ul style="list-style-type: none"> • Topic • Target audience • Venue • Date and time • Your organization's staff or board meeting do not count for this activity 	<ul style="list-style-type: none"> • Recruitment plan • Power point presentation or education material copy • Attendance list /Sign-in sheet • Feedback survey copies • Evaluation findings • Audio/video recordings • Photos
<p>M10. Input into statawide database by the 5th of the month</p> <ul style="list-style-type: none"> • Detailed • Clear • Specific • Relevant 	<ul style="list-style-type: none"> • Submission confirmation-with screen shot or document(dated)

Description – Annual Deliverables	Documentation: At least one per deliverable to be submitted by Contractor
A1. Establish social media presence within 1 st two months	<ul style="list-style-type: none"> • Screen shot of social media site
A2. Conduct two 2-hour trainings for countywide AOD prevention partnerships	<ul style="list-style-type: none"> • Training agenda • Training promotional flyer • Presentation materials • Sign-in sheets
A3. Board policy decision on ATOD industry sponsorship (\$2,000 for policy development only, \$3,000 for board dialogue)	<ul style="list-style-type: none"> • Policy language • Board meeting agenda • Presentation materials • Board minutes
A4. Annual Hallmark activity (PSA, lived experience video, photovoice, mural project, poster contest, etc.)	<ul style="list-style-type: none"> • Promotional materials • Event pictures • Presentation materials • Sig-in sheets
A5. Attend up to 5 other countywide or community meetings on related issues (mental health, immigration, law enforcement, etc.)	<ul style="list-style-type: none"> • Meeting flyers • Meeting agenda
A6. Organizational by-laws language?	<ul style="list-style-type: none"> • Copy of organizational bylaws
A7. Community assessment activities, priority-setting conversation	<ul style="list-style-type: none"> • Event materials (agenda, notes, pictures) • Event outcomes
A8. Develop FY 2018-20 AOD prevention scope of work, due 3/31	<ul style="list-style-type: none"> • Submitted scope of work
A9. Within first two months, submit copy of sub-contract agreements	<ul style="list-style-type: none"> • Copy of agreements with partner organizations
A10. Submission of annual cultural competency plan by December 31, 2017	<ul style="list-style-type: none"> • Copy of plan
A11. Administrative Functions which will be measured through the annual site visit.	<ul style="list-style-type: none"> • Copy of completed site visit report. • Documentation for any needed completed CAPs

ATTACHMENT B2

REQUIRED DELIVERABLES – Pacifica Prevention Partnership and Japanese Community Youth Council

Table 1 – Required Monthly Activities

Activity	Number per Month	PPP	JCYC	Price per Event	PPP per Month	PPP per Year	JCYC per Month	JCYC per Year	Total Price per Month	Total per Year
M1. Attend monthly AOD prevention partnership meetings	1	1	1	\$200	\$200	\$1,400	\$200	\$1,400	\$400	\$2,800
M2. Maximum 5 staff attend 2 trainings per month (10 total events attended)	10	6	4	\$200	\$1,200	\$8,400	\$800	\$5,600	\$2,000	\$14,000
M3. Post messages on social media platform	8	4	4	\$200	\$800	\$5,600	\$800	\$5,600	\$1,600	\$11,200
M4. Respond to media story/post with prevention message	8	4	4	\$200	\$800	\$5,600	\$800	\$5,600	\$1,600	\$11,200
M5. Communications to whole partnership distribution list	4*			\$200	\$800	\$5,600			\$800	\$5,600
M6. Meet with AOD contract monitor in person or by phone	2*			\$200	\$400	\$2,800			\$400	\$2,800
M7. Monthly community coalition meetings	1*			\$1,000	\$1,000	\$7,000			\$1,000	\$7,000
M8. Monthly youth coalition meetings	8*	4	4	\$500	\$2,000	\$14,000	\$2,000	\$14,000	\$4,000	\$28,000
M9. Conduct community education presentation	2*			\$500	\$1,000	\$7,000			\$1,000	\$7,000
M10. Input into state database by the 5 th of the month	1*			\$500	\$500	\$3,500			\$500	\$3,500
MONTHLY ACTIVITY SUBTOTAL					\$8,700	\$60,900	\$4,600	\$32,200	\$13,300	\$93,100

* Deliverable effective as of October 2017.

Table 2 – Required Annual Activities

Activity	PPP	JCYC	Total per Year
A1. Establish social media presence within 1 st two months	\$1,000		\$1,000
A2. Conduct two 2-hour trainings for countywide AOD prevention partnerships	\$1,250	\$1,250	\$2,500
A3. Two board policy (JUHS and JCYC) decisions on ATOD industry sponsorship (\$2,000 each for policy development only, \$3,000 each for board dialogue)	\$5,000	\$5,000	\$10,000
A4. Annual Hallmark activity (PSA, lived experience video, photovoice, mural project, poster contest, etc.)	\$20,000		\$20,000
A5. Attend up to 5 other countywide or community meetings on related issues (mental health, immigration, law enforcement, etc.) \$200 per event	\$1,000		\$1,000
A6. Organizational by-laws language?	\$500	\$500	\$1,000
A7. Community assessment activities, priority-setting conversation	\$5,000		\$5,000
A8. Develop FY 2018-20 AOD prevention scope of work, due 3/31			
A9. Within first two months, submit copy of sub-contract agreements			
A10. Submission of annual cultural competency plan by March 30, 2018	\$1,000		\$1,000
A11. Administrative Functions which will be measured through the annual site visit.			
A11.1. Option 1: Completion of site visit requirements with no corrective action plans (CAP) will pay full \$5,000;			
A11.2 Option 2: If CAPs are needed, CAPs will be submitted within 30 days of receipt of site visit outcomes (pays \$2,500); AND completion of CAP activities within 60 days (or within timeline negotiated with contract monitor) pays \$2,500.	\$5,000		\$5,000
ANNUAL ACTIVITY SUBTOTAL	\$39,750	\$6,750	\$46,500
TOTAL	\$100,650	\$38,950	\$139,600