

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND JEFFERSON UNION HIGH SCHOOL DISTRICT

This Agreement is entered into this 6 day of May, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Jefferson Union High School District, hereinafter called "Contractor."

* * *

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

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

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

1. Exhibits and Attachments

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

Exhibit A—Services
Exhibit B—Payments and Rates
Exhibit C – CalAIM Outpatient Provider Rates
Attachment C— Agency-Group Credentialing Information
Attachment E—Fingerprinting Certification
Attachment I—§ 504 Compliance
Attachment T—Disaster and Emergency Response Plan Sample Template

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TWO MILLION FOUR HUNDRED SEVENTY-SIX THOUSAND NINE HUNDRED EIGHTY-SEVEN DOLLARS (\$2,476,987). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2025 through June 30, 2027.

5. Termination

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

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

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

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

b. Intellectual Property

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or 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 (collectively referred to as "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.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to

provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

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

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

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

11. Compliance With Laws

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

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County. (This paragraph may be deleted without County Attorney Review if not relevant to this agreement)

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting: Violation of Non-discrimination Provisions

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

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

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

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

h. Compliance with Living Wage Ordinance

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

13. Anti-Harassment Clause

Employees of Contractor and County shall not harass (sexually or otherwise) or bully or discriminate against each other's employee on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information. Any misconduct by Contractor's employees towards County employees may be grounds for termination of the Contract. Contractor shall timely address any allegations of their employee's misconduct by a County employee including immediately removing that employee from work on the Contract.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no

employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

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

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

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

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising

out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

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

In the case of County, to:

Name/Title: Jason Kimbrough, Clinical Services Manager II
Address: 350 90th Street, 2nd Floor, Daly City, CA 94015
Telephone: (650) 216-8699
Facsimile: (650) 877-5486
Email: jkimbrough@smcgov.org

In the case of Contractor, to:

Name/Title: Annya Shapiro/Executive Director
Address: 123 Edgemont Drive, Building A, Daly City, CA 94015
Telephone: (650) 877-5700
Facsimile: (650) 877-5701
Email: ashapiro@jeffersonunion.net

19. Electronic Signature

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

20. Payment of Permits/Licenses

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

21. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-

Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

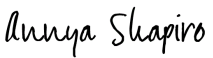
Additionally,

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


* * *

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

For Contractor: JEFFERSON UNION HIGH SCHOOL DISTRICT

DocuSigned by:  00D8F9D1712A494...	04/04/2025	
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:  Resolution No. 081124
President, Board of Supervisors, San Mateo County

Date: May 6, 2025

ATTEST:

By: 
Clerk of Said Board

EXHIBIT A - SERVICES
JEFFERSON UNION HIGH SCHOOL DISTRICT
FY 2025-2027

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Mental Health Services

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. Mental Health Services – Youth System of Care (Age 6-21)

Contractor shall provide mental health services to youth at Daly City Youth Health Center (DCYHC), Jefferson Union High School District school campuses, in client homes and in other community settings. 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. Family Therapy - to support the youth and 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 (i.e., daily living skills) - Rehabilitative Services may include any or all 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.
- h. SED youth that require psychiatric medication support, from a child/youth psychiatrist, shall be referred to the BHRS North County Youth Regional Clinic. the youth will be closed to the DCYHC after a clinically determined transition period.
- i. Youth that require Therapeutic Behavioral Services (TBS) will be referred to the BHRS North County Youth Regional Clinic, for a higher level of care, and will be closed to the DCYHC after a clinically determined transition period.
- j. Transitional Age Youth (18-25), who would benefit from psychiatric medication evaluation or treatment (and are assessed by DCYHC to be SED/SMI shall be referred to the BHRS Youth to Adult Transition Committee for potential shared care with BHRS YTAC. DCYHC would continue to provide individual therapy and YTAC, based on clinical need, would provide psychiatry, clinical case management, and care coordination. 18-21 year olds, based on certain clinical and

circumstantial needs, may be referred to the BHRS adult clinic.

- k. Once contractor has reached full capacity they will refer SED clients to the North County Youth team.
- l. Contractor shall serve a total of 200 unduplicated clients.
- m. 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.
- n. Contractor shall participate in state mandated outcome measurement collection.
- o. Contractor will maintain efforts to involve parents or other caregivers in the development and carrying out of intervention plans involving their children.

2. Mental Health Services – (TAY) SMI (Age 18-21 Mental Health Services Authorized by the Mental Health Plan

DCYHC shall provide specialty mental health services to adult TAY ages 21-25 Short-Doyle/Medi-Cal eligible beneficiaries; beneficiaries who are dually covered by Short-Doyle/Medi-Cal and the Health Plan of San Mateo's CARE Advantage program for Medicare; and clients known to be indigent, for whom the Mental Health Plan (MHP) has assumed responsibility. It is the Contractor's responsibility to ensure that the client is eligible at the time services are provided. The adult screening tool is used to determine SMI; and the adult assessment will confirm the diagnosis/SMI.

If psychiatric medication is needed, and the adult/TAY client is assessed by DCYHC to confirm SMI criteria, they will be referred to the BHRS adult clinic for psychiatric medication support.

After confirming assessment and treatment plan are complete
A transfer request in Avatar will be sent to the North adult clinic for a PIN appointment. Based on clinical need, the 21-25 adult SMI TAY may be referred to YTAC for psychiatry and clinical case management, with shared care as an option.

When shared care takes place with the BHRS adult clinic (psychiatry, case management/case coordination) services, DCYHC will be an

integral part of the BHRS treatment team and will be expected to participate in meetings as requested, and to maintain communication with the team regarding treatment concerns.

a. Assessment Services: Adult Initial assessments to determine medical necessity (Adult SMI criteria) will be conducted by DCYHC providers. The assessment follows the adult screening tool.

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

i. 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.

ii. Family Therapy

Family Therapy consists of contact with the client and one or more family members and/or significant support persons. Services shall focus on the care and management of the client's mental health conditions within the family system.

iii. Clinical Consultation

Clinical consultation 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:

a) Linkage and Coordination - the identification and pursuit of resources including, but not limited to, the following:

1) Regular communication and coordination with BHRS Clinical team that includes treatment progress, change in client status, and if there has been 120 days of

no contact with the client (no phone, no visit, etc.).

- 2) Create and provide reports when requested by BHRS (such as required reports for the courts or Child Protective Services).

The monthly invoice for clinical consultation must be supported by clinical documentation to be considered for payment. Mental Health Services are reimbursed by minutes of service.

c. Crisis Intervention

DCYHC shall provide Crisis Intervention if medically necessary. Crisis Intervention is a service for a condition that requires more timely response than a regularly scheduled visit. The claim for Crisis Intervention must be supported by clinical documentation to be considered for payment.

B. Health Order Compliance

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

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

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

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

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

II. ADMINISTRATIVE REQUIREMENTS

A. Disaster and Emergency Response Plans

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

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

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional

compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

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

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

B. Quality Management and Compliance

1. 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. Quality Improvement Activities and Participation

Contractor shall comply with the County's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the County to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.

- a. Contractor shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the County in relation to state and federal requirements and

responsibilities, to improve health outcomes and clients' satisfaction over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the County, mechanisms to detect both underutilization and overutilization of services, client and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and client grievances. Contractor shall measure, monitor, and annually report to the County its performance.

- b. Contractor shall implement mechanisms to assess client/family satisfaction based on County's guidance. The Contractor shall assess client/family satisfaction by:
 - i. Surveying client/family satisfaction with the Contractor's services at least annually.
 - ii. Evaluating client grievances, appeals and State Hearings at least annually.
 - iii. Evaluating requests to change persons providing services at least annually.
 - iv. Informing the County and clients of the results of client/family satisfaction activities.
- c. Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually.
- d. Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.
- e. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
- f. Contractor shall collaborate with County to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.
- g. Contractor shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there

- is active participation by the Contractor's practitioners and providers in the QIC.
- h. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
 - i. Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

3. Referring Individuals to Psychiatrist

Contractor will have written procedures for referring individuals to a psychiatrist or physician when necessary.

4. 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 laws.
- i. "Stock" medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

5. Timely Access to Services

The Contractor shall ensure compliance with the timely access requirements as referenced in 42 C.F.R. § 438.206(c)(1)(iv).

- a. Contractor shall return phone calls to an authorized client within **one (1) business day**. Contractor shall offer an available initial visit with an authorized client within **five (5) business days of the client's request for an appointment**. The client must be seen within **ten (10) business days** of the request for an appointment.
- b. The County shall monitor Contractor regularly to determine compliance with timely access requirements. (42 C.F.R. § 438.206(c)(1)(v).
- c. The County shall work with the Contractor to improve timely access and/or take corrective action if there is a failure to comply with timely access requirements. (42 C.F.R. § 438.206(c)(1)(vi).
- d. **TIMELY ACCESS** Contractor shall comply with the requirements set forth in CCR, Title 9, § 1810.405, including meeting County and State Contract standards for timely access to care and services, taking into account the urgency of need for services. The County shall monitor Contractor to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.

6. Record Retention

Section 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.

7. 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 Section 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) Short-Doyle MediCal Mental Health Providers shall document in accordance with the BHRS Mental Health & AOD Documentation Manual located online at: <https://www.smchealth.org/sites/main/files/file-attachments/bhrsdocmanual.pdf>

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

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

8. Audits

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

documentation for external audits and reviews within the stated timeline.

9. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Beneficiary/Patient's Rights

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

c. Advance Directives

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

10. 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>.

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

- a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.

- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
 - i. Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
 - ii. Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
 - iii. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.
- d. Confidentiality Training

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

12. Mandated Reporter Training

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

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

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

13. Other Required Training

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

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

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

https://sanmateocounty.csod.com/LMS/catalog/Welcome.aspx?tab_page_id=-67.

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

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

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

14. 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:
 - i. Major leadership or staffing changes.
 - ii. Major organizational and/or corporate structure changes (example: conversion to non-profit status).
 - iii. Any changes in the types of services being provided at that location; day treatment or medication support services when medications are administered or dispensed from the provider site.
 - iv. Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
 - v. Change of ownership or location.

vi. Complaints regarding the provider.

15. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management on the same day of the incident or within 24 hours when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential; however, discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to cooperate and participate in all activities related to the review and resolution of critical incidents, including but not limited to participation in quality improvement meetings, provision of all information requested by the County relevant to the incident, and Contractor staff cooperation.

16. Ineligible Employees

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

a. Credentialing Check – Initial

During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRS. Agency/Group Credentialing Information will be included in the contract

packet. Contractor must complete return it along with all other contract forms.

b. Credentialing Check – Monthly

Contractor will complete Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: HS_BHRS_QM@smcgov.org or via a secure electronic format.

17. 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>.

18. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

- C. 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
- D. Obtain an exemption from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

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

19. 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.

20. 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.

21. Medical Enrollment

Contractor shall be enrolled in the MediCal program or in the process of becoming enrolled. Contractor will keep BHRS informed on their enrollment status and submit proof of MediCal enrollment.

22. Provider Application and Validation for Enrollment (PAVE)

- a. Contractor shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.
- b. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant,

Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

C. CLIENT INFORMING MATERIALS

1. Contractor shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. § 438.10(c)(1)) Contractor shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). Contractor shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.
2. Contractor shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)
3. Contractor shall utilize the County's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.
4. Contractor shall use DHCS/County developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))
5. Client information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:
 - a. The format is readily accessible;
 - b. The information is placed in a location on the Contractor's website that is prominent and readily accessible;
 - c. The information is provided in an electronic form which can be electronically retained and printed;
 - d. The information is consistent with the content and language requirements of this agreement;
 - e. The client is informed that the information is available in paper form without charge upon request and the Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)
6. Language and Format
 - a. Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))
 - b. Contractor shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.

- c. Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the Contractor's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))
 - d. Contractor shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))
 - e. Contractor shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)-(4))
 - f. Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).
 - g. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.
7. Beneficiary Informing Materials
- Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from Contractor. Beneficiary informing materials include but are not limited to:
- a. Guide to Medi-Cal Mental Health Services
 - b. County Beneficiary Handbook (BHIN 22-060)
 - c. Provider Directory
 - d. Advance Health Care Directive Form (required for adult clients only)
 - e. Notice of Language Assistance Services available upon request at no cost to the client
 - f. Language Taglines
 - g. Grievance/Appeal Process and Form
 - h. Notice of Privacy Practices
 - i. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)
8. Contractor shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.
9. Contractor shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30

- days before the intended effective date of change as per BHIN 22-060.
10. Required informing materials must be electronically available on Contractor's website and must be physically available at the Contractor agency facility lobby for clients' access.
 11. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.
 12. Informing materials will be considered provided to the client if Contractor does one or more of the following:
 - a. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;
 - b. Mails a printed copy of the information upon the client's request to the client's mailing address;
 - c. Provides the information by email after obtaining the client's agreement to receive the information by email;
 - d. Posts the information on the Contractor's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,
 - e. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If Contractor provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.
 13. Provider Directory
 - a. Contractor must follow the County's provider directory policy, in compliance with MHSUDS IN 18-020.
 - b. Contractor must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the County website and is updated by the County no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).
 - c. Any changes to information published in the provider directory must be reported to the County within two weeks of the change.

- d. Contractor will only need to report changes/updates to the provider directory for licensed, waived, or registered mental health providers.

D. Client Rights

Contractor shall take all appropriate steps to fully protect clients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq; Title 9 California Code of Regulations (CCR), Sections 861, 862, 883, 884; Title 22 CCR, Sections 72453 and 72527; and 42 C.F.R. § 438.100.

E. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Office of Diversity & Equity (ODE) at 650- 573-2714 or ode@smcgov.org.

- 1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Office of Diversity & Equity (ODE) by September 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, client's rights to receive language assistance.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
- c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
- d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)

- e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e., sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend a Health Equity Initiative (HEI), including but not limited to the Diversity & Equity Council (DEC), for the term of the Agreement. Participation in an HEI/DEC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the HEI/DEC, and other cultural competence efforts within BHRS, contact ODE or visit <https://www.smchealth.org/health-equity-initiatives>.
3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact ODE.
4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to ODE by March 31st, copies of Contractor's health-related materials in English and as translated.
5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and ODE (ode@smcgov.org) to plan for appropriate technical assistance.

F. Availability and Accessibility of Service

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

the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

G. TELEHEALTH

1. Contractor may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at: <https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.
2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.
3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
4. Medical records for clients served by Contractor under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Contractor. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.
5. County may at any time audit Contractor's telehealth practices, and Contractor must allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

H. CHART AUDITING AND REASONS FOR RECOUPMENT

MAINTENANCE OF RECORDS

Contractor shall maintain proper clinical and fiscal records relating to clients served under the terms of this Agreement, as required by the Director, DHCS, and all applicable state and federal statutes and regulations. Client records shall include but not be limited to admission records, diagnostic studies and evaluations, client interviews and progress notes, and records of services provided. All such records shall be maintained in sufficient detail to permit evaluation of the services provided and to meet claiming requirements.

ACCESS TO RECORDS

Contractor shall provide County with access to all documentation of services provided under this Agreement for County's use in administering this Agreement. Contractor shall allow County, CMS, the Office of the

Inspector General, the Controller General of the United States, and any other authorized federal and state agencies to evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor pertaining to such services at any time and as otherwise required under this Agreement.

FEDERAL, STATE AND COUNTY AUDITS

In accordance with the California Code of Regulations, Title 9, Chapter 11, Section 1810.380(a), County will conduct monitoring and oversight activities to review Contractor's SMHS programs and operations. The purpose of these oversight activities is to verify that medically necessary services are provided to clients, who meet medical necessity and criteria for access to SMHS as established in BHIN 21-073, in compliance with the applicable state and federal laws and regulations, and/or the terms of the Agreement between Contractor and County, and future BHINs which may spell out other specific requirements.

INTERNAL AUDITING

1. Contractors of sufficient size as determined by County shall institute and conduct a Quality Assurance Process for all services provided hereunder. Said process shall include at a minimum a system for verifying that all services provided and claimed for reimbursement shall meet SMHS definitions and be documented accurately.
2. Contractor shall provide County with notification and a summary of any internal audit exceptions, and the specific corrective actions taken to sufficiently reduce the errors that are discovered through Contractor's internal audit process. Contractor shall provide this notification and summary to County in a timely manner.

CONFIDENTIALITY IN AUDIT PROCESS

1. Contractor and County mutually agree to maintain the confidentiality of Contractor's client records and information, in compliance with all applicable state and federal statutes and regulations, including but not limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor shall inform all of its officers, employees, and agents of the confidentiality provisions of all applicable statutes.
2. Contractor's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.
3. Contractor's records shall be maintained as required by the Director and DHCS on forms furnished by DHCS or the County. All statistical

data or information requested by the Director shall be provided by the Contractor in a complete and timely manner.

REASONS FOR RECOUPMENT

1. County will conduct periodic audits of Contractor files to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and county regulations.
2. Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:
 - a. Identification of Fraud, Waste or Abuse as defined in federal regulation.
 - b. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
 - c. Definitions for “fraud,” “waste,” and “abuse” can also be found in the Medicare Managed Care Manual available at www.cms.gov/Regulation-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf
 - d. Overpayment of Contractor by County due to errors in claiming or documentation.
 - e. Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.
3. Contractor shall reimburse County for all overpayments identified by Contractor, County, and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency.

COOPERATION WITH AUDITS

1. Contractor shall cooperate with County in any review and/or audit initiated by County, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.
2. In addition, Contractor shall comply with all requests for any documentation or files including, but not limited to, client and personnel files.
3. Contractor shall notify the County of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. County shall reserve the right to attend any or all parts of external review processes.
4. Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for ten years from the term end date of this Agreement or in the event Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved,

including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R. §§ 438.3(h) and 438.230l(3)(i-iii).

I. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION

1. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by Contractor must be immediately forwarded to the County's Quality Management Department or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Quality Management staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.
2. Contractor shall not discourage the filing of grievances and clients do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.
3. Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by Contractor within the specified timeframes using the template provided by the County.
4. Add County specific information regarding which, if any NOABDs are delegated to Contractor.
5. NOABDs must be issued to clients anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the County. The Contractor must inform the County immediately after issuing a NOABD.
6. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).
7. Contractor must provide clients any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
8. Contractor must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to the County and available upon request to DHCS.
9. Advanced Directives - Contractor must comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (I), (3) and (4).

10. Continuity of Care - Contractor shall follow the County's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

J. COMPLIANCE PROGRAM, INCLUDING FRAUD PREVENTION AND OVERPAYMENTS

1. Contractor shall have in place a compliance program designed to detect and prevent fraud, waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:
2. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Contract, and all applicable federal and state requirements.
3. A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the CEO and the Board of Directors.
4. A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Agreement.
5. A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Agreement.
6. Effective lines of communication between the Compliance Officer and the organization's employees.
7. Enforcement of standards through well-publicized disciplinary guidelines.
8. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence and ongoing compliance with the requirements under the Contract.
9. The requirement for prompt reporting and repayment of any overpayments identified.
10. Contractor must have administrative and management arrangements or procedures designed to detect and prevent fraud, waste and abuse of federal or state health care funding. Contractor

must report fraud and abuse information to the County including but not limited to:

11. Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),
12. All overpayments identified or recovered, specifying the overpayment due to potential fraud as per 42 C.F.R. § 438.608(a), (a)(2),
13. Information about changes in a client's circumstances that may affect the client's eligibility including changes in the client's residence or the death of the client as per 42 C.F.R. § 438.608(a)(3).
14. Information about a change in the Contractor's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of this Agreement with the Contractor as per 42 C.F.R. § 438.608(a)(6).
15. Contractor shall implement written policies that provide detailed information about the False Claims Act ("Act") and other federal and state laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.
16. Contractor shall make prompt referral of any potential fraud, waste or abuse to County or potential fraud directly to the State Medicaid Fraud Control Unit.
17. County may suspend payments to Contractor if DHCS or County determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42 C.F.R. §438.608 (a)(8)).
18. Contractor shall report to County all identified overpayments and reason for the overpayment, including overpayments due to potential fraud. Contractor shall return any overpayments to the County within 60 calendar days after the date on which the overpayment was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).
19. Contractor may adopt the County's Compliance Program.
20. Integrity Disclosures - Contractor must annually complete and submit the Form 700 Attestation https://drive.google.com/file/d/1HYkjf6TULGkexoUqEaNqdc9PHCuXa0g/view?usp=drive_link

K. SITE INSPECTION

Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, Contractor shall permit authorized County, state, and/or federal agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support activities and the premises which it is being performed. Contractor shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections

and evaluations shall be made in a manner that will not unduly delay the work.

L. ADDITIONAL FINANCIAL REQUIREMENTS

1. County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.
2. Contractor must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.
3. Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from time to time amended.
4. Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].

M. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS

1. Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.
2. Contractor may not charge services delivered to an eligible client under one funded program to another funded program unless the client is also eligible for services under the second funded program.

N. FINANCIAL AUDIT REPORT REQUIREMENTS FOR PASS-THROUGH ENTITIES

1. If County determines that Contractor is a “subrecipient” (also known as a “pass-through entity”) as defined in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor shall observe and comply with all applicable financial audit report requirements and standards.

2. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County. County programs must be identified by Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.
3. Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the Director. The Director is responsible for providing the audit report to the County Auditor.
4. Contractor must submit any required corrective action plan to the County simultaneously with the audit report or as soon thereafter as it is available. The County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

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 survey 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 survey 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.

*** END OF EXHIBIT A ***

EXHIBIT B – PAYMENTS AND RATES
JEFFERSON UNION HIGH SCHOOL DISTRICT
FY 2025 – 2027

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

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed TWO MILLION FOUR HUNDRED SEVENTY-SIX THOUSAND NINE HUNDRED EIGHTY-SEVEN DOLLARS (\$2,476,987).

The county will review cumulative fee for service payments for the period of July – March each fiscal year and amend the contract obligations if necessary to reflect actual services paid for on a fee for services basis.

Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be reimbursed the Fee for Services rates per schedule in the Exhibit C (MH CalAIM Rate Table) for providing services described in Section I.B. of Exhibit A.

B. Mental Health Services – System of Care

1. FY 2025-2026

a. For this period County shall pay Contractor a maximum of ONE MILLION TWO HUNDRED NINETEEN THOUSAND SIX HUNDRED FIFTY DOLLARS (\$1,219,650) for services as described in Exhibit A, Paragraph I.A., Mental Health Services.

b. Mental Health Services – Youth System of Care (Age 6-21)

The maximum amount County shall be obligated to pay for services shall not exceed NINE HUNDRED SIXTY-THREE THOUSAND DOLLARS (\$963,000).

Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be reimbursed the Fee for Services rates per schedule in the Exhibit C and of providing services described in Section I of Exhibit A.

c. Mental Health Services – Specialty Adult (Age 18-21)

The maximum amount County shall be obligated to pay for services shall not exceed TWO HUNDRED FIFTY-SIX THOUSAND SIX HUNDRED FIFTY DOLLARS (\$256,650).

Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be reimbursed the Fee for Services rates per schedule in the Exhibit C and of providing services described in Section I of Exhibit A.

2. FY 2026-2027

a. For this period County shall pay Contractor a maximum of ONE MILLION TWO HUNDRED FIFTY-SEVEN THOUSAND THREE HUNDRED THIRTY-SEVEN DOLLARS (\$1,257,337) for services as described in Exhibit A, Paragraph I.A., Mental Health Services.

b. Mental Health Services – Youth System of Care (Age 6-21)

The maximum amount County shall be obligated to pay for services shall not exceed NINE HUNDRED NINETY-TWO THOUSAND SEVEN HUNDRED FIFTY-SEVEN DOLLARS (\$992,757).

Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be reimbursed the Fee for Services rates per schedule in the Exhibit C and of providing services described in Section I of Exhibit A.

c. Mental Health Services – Specialty Adult (Age 18-21)

The maximum amount County shall be obligated to pay for services shall not exceed TWO HUNDRED SIXTY-FOUR THOUSAND FIVE HUNDRED EIGHTY DOLLARS (\$264,580).

Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be reimbursed the Fee for Services rates per schedule in the Exhibit C and of providing services described in Section I of Exhibit A.

- C. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Section 4 of this Agreement.
- D. The Chief of San Mateo County Health or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- E. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing non unit based, rate services under the terms of this Agreement through the end of the contract period without further payment from County.
- F. In the event this Agreement is terminated prior to June 30, 2027, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of San Mateo County Health or designee.
- G. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- H. 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).
- I. Monthly Invoice and Payment
 - 1. Contractor shall submit monthly invoices for payment. Contractor will submit invoices on forms in a manner prescribed by the County.
 - 2. Invoices shall be provided to County within 15 days after the close of the month in which services were rendered. Following receipt and provisional approval of a monthly invoice, County shall make payment within 30 days.

3. Monthly payments for claimed services shall be based on the units of time assigned to each CPT or HCPCS code entered in the County's billing and transactional database multiplied by the service rates in Exhibit C. Any Exhibit CPT, HCPCS code or rate updates will be made available to the Contractor on-line and/or via an Executive Letter by the County.
4. County's payments to Contractor for performance of claimed services are provisional and subject to adjustment until the completion of all settlement activities. County's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in, Section 4.
5. Due to the County Controller's Office yearly "Black-Out Period" there will be no payments made in July or August. Payments for these months will be issued once the Controller's Office has reopened in September. This pertains to all fiscal years.

J. REASONS FOR RECOUPMENT

1. Section 3, the County will conduct periodic audits of Contractor files to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and county regulations.
2. Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:
 - a. Identification of Fraud, Waste or Abuse as defined in federal regulation.
 - b. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
 - c. Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare Managed Care Manual available at www.cms.gov/Regulation-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf
 - d. Overpayment of Contractor by County due to errors in claiming or documentation.
 - e. Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.
3. Contractor shall reimburse County for all overpayments identified by Contractor, County, and/or state or federal oversight agencies as an

audit exception within the timeframes required by law or Country or state or federal agency. The Contractor shall notify the County within 60 days in writing of any identified overpayments and the reason. The Contractor shall return the overpayment to the County within 60 calendar days after the date on which the overpayment was identified or BHRS may offset the amount disallowed from any payment due to the Contractor under the Contract Agreement.

4. 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.

5. 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.

6. Payment by County to Contractor shall be monthly. Claims that are received after the fifteenth (15th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to BHRS-Contracts-Unit@smcgov.org: OR

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

- K. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations

for specific services may be reduced at the discretion of the Chief of San Mateo County Health or designee.

- L. 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.
 - M. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS.
 - N. The implementation of State CalAIM (California Medi-Cal reform) may impact the manner in which claims, reporting and payments are handled. Contractor will comply with any and all State and/or County required changes, upon request, in a timely manner.
 - O. Inadequate Performance
- If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Section 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- P. 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.

Q. Annual Financial Statements

Contractor shall submit to County a year-end actual financial statement no later than ninety (90) days after the end of the fiscal year. Financial statements shall include accounting for all services provided through the Agreement for each applicable period, and separate accountings for each Electronic Health Record system program 1) Start Up expenditures, 2) MHRC services, 3) room and board services, and 4) 1:1 services (as applicable) with detail of Salary and Benefits at practitioner level. Financial statements shall be in accordance with the standard health accounting principles and format. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the financial statement. The detail financial statement total should agree to the audited statements provided.

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

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

R. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002, Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____ 20____

Signed _____ Title _____
Agency _____ ”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph II.B.6 of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California

Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

*** END OF EXHIBIT B ***

Exhibit C: San Mateo CalAIM Outpatient Provider Rates, May 2024

CalAIM Service Code	CalAIM Service Description	CPT / HCPCS Code	Time Associated with Code (Mins) for Purposes of Rate	Psychiatrist/ Contracted Psychiatrist	Physicians Assistant	Nurse Practitioner	RN	Certified Nurse Specialist	LVN	Pharmacist	Licensed Psychiatric Technician	Psychologist / Pre-licensed Psychologist	LCSW / LPCC / MFT	Occupational Therapist	Peer Support Specialist	MHRS / Other Qualified Providers
	CONTRACTOR	PROVIDER TYPE		\$ 1,448.48	\$ 649.63	\$ 720.29	\$ 588.35	\$ 720.29	\$ 309.08	\$ 693.35	\$ 264.97	\$ 582.53	\$ 376.97	\$ 501.80	\$ 297.80	\$ 283.61
10CA	GROUP THERAPY	90853	15	\$ 80.47	\$ 36.09	\$ 40.02		\$ 40.02				\$ 32.36	\$ 20.94			
14CA	MD NP ASSESSMENT	90792	15	\$ 362.12	\$ 162.41	\$ 180.07		\$ 180.07								
150CA	MEDICATION GROUP	H0034	15	\$ 80.47	\$ 36.09	\$ 40.02	\$ 32.69	\$ 40.02	\$ 17.17	\$ 38.52	\$ 14.72					
16CA	MEDICATION INJECTION	96372	15	\$ 362.12	\$ 162.41	\$ 180.07	\$ 147.09	\$ 180.07								
17CA	MEDICATION SUPPORT	H0034	15	\$ 362.12	\$ 162.41	\$ 180.07	\$ 147.09	\$ 180.07	\$ 77.27	\$ 173.34	\$ 66.24					
2CA	CRISIS INTERVENTION	H2011	15	\$ 362.12	\$ 162.41	\$ 180.07	\$ 147.09	\$ 180.07	\$ 77.27	\$ 173.34	\$ 66.24	\$ 145.63	\$ 94.24	\$ 125.45		\$ 70.90
41CA	FAMILY THERAPY	90847	50	\$ 1,207.07	\$ 541.36	\$ 600.24		\$ 600.24				\$ 485.44	\$ 314.14			
51CA	CASE MANAGEMENT	T1017	15	\$ 362.12	\$ 162.41	\$ 180.07	\$ 147.09	\$ 180.07	\$ 77.27	\$ 173.34	\$ 66.24	\$ 145.63	\$ 94.24	\$ 125.45		\$ 70.90
58CA	TBS	H2019	15	\$ 362.12	\$ 162.41	\$ 180.07	\$ 147.09	\$ 180.07	\$ 77.27	\$ 173.34	\$ 66.24	\$ 145.63	\$ 94.24	\$ 125.45		\$ 70.90
5CA	ASSESSMENT NON MD	H0031	15		\$ 162.41	\$ 180.07	\$ 147.09	\$ 180.07	\$ 77.27	\$ 173.34	\$ 66.24	\$ 145.63	\$ 94.24	\$ 125.45		\$ 70.90
6CA	PLAN DEVELOPMENT NON MD	H0032	15		\$ 162.41	\$ 180.07	\$ 147.09	\$ 180.07	\$ 77.27	\$ 173.34	\$ 66.24	\$ 145.63	\$ 94.24	\$ 125.45		\$ 70.90
70CA	REHABILITATION GROUP	H2017	15	\$ 80.47	\$ 36.09	\$ 40.02	\$ 32.69	\$ 40.02	\$ 17.17	\$ 38.52	\$ 14.72	\$ 32.36	\$ 20.94	\$ 27.88		\$ 15.76
7CA	REHABILITATION	H2017	15	\$ 362.12	\$ 162.41	\$ 180.07	\$ 147.09	\$ 180.07	\$ 77.27	\$ 173.34	\$ 66.24	\$ 145.63	\$ 94.24	\$ 125.45		\$ 70.90
90832CA	INDIVIDUAL THERAPY 16-37 MINUTES	90832	30	\$ 724.24	\$ 324.82	\$ 360.15		\$ 360.15				\$ 291.27	\$ 188.49			
90834CA	INDIVIDUAL THERAPY 38-52 MINUTES	90834	45	\$ 1,086.36	\$ 487.22	\$ 540.22		\$ 540.22				\$ 436.90	\$ 282.73			
90837CA	INDIVIDUAL THERAPY 53-67 MINUTES	90837	60	\$ 1,448.48	\$ 649.63	\$ 720.29		\$ 720.29				\$ 582.53	\$ 376.97			
90885CA	ASSESSMENT (ONLY CHART REVIEW)	90885	15	\$ 362.12	\$ 162.41	\$ 180.07		\$ 180.07				\$ 145.63	\$ 94.24			
99212CA	MEDICATION VISIT 10-19 MINUTES	99212	15	\$ 362.12	\$ 162.41	\$ 180.07		\$ 180.07								
99213CA	MEDICATION VISIT 20-29 MINUTES	99213	25	\$ 603.53	\$ 270.68	\$ 300.12		\$ 300.12								
99214CA	MEDICATION VISIT 30-39 MINUTES	99214	35	\$ 844.95	\$ 378.95	\$ 420.17		\$ 420.17								
99215CA	MEDICATION VISIT 40-54 MINUTES	99215	47	\$ 1,134.64	\$ 508.88	\$ 564.23		\$ 564.23								
99366CA	NONMD TEAM CONF. PT/FAM PRESENT	99366	60		\$ 649.63	\$ 720.29	\$ 588.35	\$ 720.29		\$ 693.35		\$ 582.53	\$ 376.97			
99367CA	MD TEAM CONF. PT/FAM NOT PRESENT	99367	60	\$ 1,448.48												
99368CA	NON MD TEAM CONF PT NOT PRESENT	99368	60		\$ 649.63	\$ 720.29	\$ 588.35	\$ 720.29		\$ 693.35		\$ 582.53	\$ 376.97			
99484CA	MD directed BH care management	99484	60	\$ 1,448.48	\$ 649.63	\$ 720.29	\$ 588.35	\$ 720.29	\$ 309.08	\$ 693.35	\$ 264.97	\$ 582.53	\$ 376.97			
CFTICC_CA	CHILDREN AND FAMILY TEAM ICC	T1017	15	\$ 362.12	\$ 162.41	\$ 180.07	\$ 147.09	\$ 180.07	\$ 77.27	\$ 173.34	\$ 66.24	\$ 145.63	\$ 94.24	\$ 125.45		\$ 70.90
G2212	THERAPY PROLONGED SERVICE (41CA & 90837CA)	G2212	15	\$ 362.12	\$ 162.41	\$ 180.07		\$ 180.07				\$ 145.63	\$ 94.24			
G2212G	GROUP PROLONGED SERVICE (10CA)	G2212	15	\$ 80.47	\$ 36.09	\$ 40.02		\$ 40.02				\$ 32.36	\$ 20.94			
G2212M	MEDICAL PROLONGED SERVICE (14CA, 16CA, 99215CA, 99350CA)	G2212	15	\$ 362.12	\$ 162.41	\$ 180.07	\$ 147.09	\$ 180.07								
H0025	PEER SUPPORT PREVENTION EDUCATON GROUP	H0025	15												\$ 16.54	
H0038	PEER SUPPORT SELF HELP ENGAGE THERAPY	H0038	15												\$ 74.45	

Exhibit C: San Mateo CalAIM Outpatient Provider Rates, May 2024

CalAIM Service Code	CalAIM Service Description	CPT / HCPCS Code	Time Associated with Code (Mins) for Purposes of Rate	Psychiatrist/ Contracted Psychiatrist	Physicians Assistant	Nurse Practitioner	RN	Certified Nurse Specialist	LVN	Pharmacist	Licensed Psychiatric Technician	Psychologist / Pre-licensed Psychologist	LCSW / LPCC / MFT	Occupational Therapist	Peer Support Specialist	MHRS / Other Qualified Providers
	CONTRACTOR	PROVIDER TYPE		\$ 1,448.48	\$ 649.63	\$ 720.29	\$ 588.35	\$ 720.29	\$ 309.08	\$ 693.35	\$ 264.97	\$ 582.53	\$ 376.97	\$ 501.80	\$ 297.80	\$ 283.61
H2019CA	TBS CALAIM (for Fred Finch)	H2019	15	\$ 362.12	\$ 162.41	\$ 180.07	\$ 147.09	\$ 180.07	\$ 77.27	\$ 173.34	\$ 66.24	\$ 145.63	\$ 94.24	\$ 125.45		\$ 70.90
ICC_CA	INTENSIVE CARE COODINATION	T1017	15	\$ 362.12	\$ 162.41	\$ 180.07	\$ 147.09	\$ 180.07	\$ 77.27	\$ 173.34	\$ 66.24	\$ 145.63	\$ 94.24	\$ 125.45		\$ 70.90
T1013	SIGN LANG OR ORAL INTERPRETIVE	T1013	15	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10
T1013M	MEDICAL SIGN LANG OR ORAL INTERPRETIVE (14CA, 16CA, 99212CA-99215CA, 99347CA-99350CA)	T1013	15													
T1013X	SIGN LANG OR ORAL INTERPRETIVE (6CA, 7CA, 51CA, 70CA, CFTICC_CA, ICC_CA)	T1013	15													

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

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

☐

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

☒

b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

Daly City Youth Health Center

Name of Contractor

DocuSigned by:

Annya Shapiro

Signature of Authorized Official

Annya Shapiro

Name (please print)

Executive Director

Title (please print)

04/04/2025

Date

ATTACHMENT I

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

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

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

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

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

Name of 504 Person:

Annya Shapiro

Name of Contractor(s):

Daly City Youth Health Center

Street Address or P.O. Box:

350 90th Street 3rd floor

City, State, Zip Code:

Daly City, Ca 94015

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

Signature:

DocuSigned by:

Annya Shapiro

99D8F9D1712A494...

Title of Authorized Official:

Executive Director

Date:

04/04/2025

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

ATTACHMENT T

DISASTER AND EMERGENCY RESPONSE PLAN

AGENCY NAME:

ADDRESS:

NAME OF PRIMARY POINT OF CONTACT:

TELEPHONE NUMBER(S):

EMAIL ADDRESS:

LAST UPDATED:

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

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

II. KEY PERSONNEL AND CONTACT INFORMATION

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

III. EMERGENCY RESPONSE PLAN

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

IV. CONTINUITY OF OPERATIONS

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

V. PLAN PRACTICE AND EXERCISING

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

VI. OTHER MATTERS

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