SUB-RECIPIENT AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SITIKE COUNSELING CENTER

This Agreement is entered into this _____ day of _____ , 2025, by and between the County of San Mateo, hereinafter called "County," and Sitike Counseling Center hereinafter called "Contractor";

W I T N E S S E T H:

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of professional services.

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

1. Federal Catalog Number (CFDA): #93.959
2. Federal Data Universal Number (DUNS): 07-523-6401
3. Federal Award Period of Performance: 7/01/25-6/30/27
4. Federal Awarding Agency: DHCS
5. Federal Award Project Description: Substance Use Prevention Treatment, and Recovery Services Block Grant (SUBG)

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

1. Total amount of SUBG Federal funds obligated by this action to sub-recipient from FY 2025- 26 and FY 2026-2027: ONE HUNDRED THOUSAND TWO HUNDRED EIGHTY DOLLARS ($100,280)
2. This is not a Research and Development Award
3. This amount is subject to change with the grant application to be filed and any resulting program changes

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

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

Exhibit A—Description of Services

Exhibit B—Payments and Rates
Exhibit C— San Mateo County AOD CalAIM Outpatient Rates
Schedule D—Lease Agreement
Attachment E—Fingerprinting Certification
Attachment I—§ 504 Compliance
Attachment L—DHCS Legal and Regulatory Requirements

2. Definitions

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

3. Services to be Performed by Contractor

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

4. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION TWO HUNDRED FIFTY-FIVE THOUSAND EIGHT HUNDRED FORTY-FIVE DOLLARS ($1,255,845).

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

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

5. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June1, 2025 through June 30, 2027.

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

B. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.

C. Termination for Cause. The grounds for termination of this Agreement for cause shall include, but are not limited to, the following:

1. Threat against life, health or safety of the public (see exemption from notice requirement, above);

2. A violation of the law or failure to comply with any condition of this Agreement;

3. Inadequate performance or failure to make progress so as to obstruct or undermine implementation of this Agreement;

4. Failure to comply with reporting requirements;

5. Evidence that Contractor is in an unsatisfactory financial condition determined by an audit by County or evidence of a financial condition that obstructs or undermines performance of this Agreement and/or results in the loss of other funding sources;

6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business;

7. Appointment of a trustee, receiver, or liquidator for all or substantial part of Contractor's property, or institution of bankruptcy reorganization or the arrangement of liquidation proceedings by or against the Contractor;

8. Service of any writ of attachment, levy or execution, or commencement of garnishment proceedings against Contractor's assets or income;

9. The commission of an act of bankruptcy;

10. Finding of debarment or suspension;

11. Contractor's organizational structure has materially changed; and

12. County determines that Contractor may be considered a "high risk" agency as described in 45 CFR § 92.12 for local government and 45 CFR § 74.14 for non-profit organizations. If such a determination is made, the Contractor maybe subject to special conditions or restrictions.

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

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

Contractor shall:

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

2. Place no further subcontracts for materials, or services, except to the extent necessary to complete any portion of the Agreement that has not been terminated;

3. Terminate all subcontracts to the extent they related to the work terminated; and

4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause).

E. Emergency Notice Exemption. Notwithstanding any other provision to the contrary in this Agreement, termination of this Agreement shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public. In case of such emergency, a Notice of Termination is still required and shall include the date of the notice, a description of the action being taken by the County, including the extent of services terminated, the reason for such action, and any condition of the termination.

F. If Contractor or any of its sub-grantees materially fails to comply with any term of this Agreement; federal, state or local laws, an assurance, state plan or application, notice of award, this Agreement, or any other applicable rule, the County may take any or all of the following actions it deems appropriate in the circumstances:

i. Temporarily withhold payment for services pending correction of the deficiency by Contractor or its sub-grantee(s).
ii. Disallow all or part of the cost of the service, activity or action not in compliance.
iii. Suspend the Agreement in whole or part.
iv. Suspend eligibility for future agreements
v. Other remedies that may be legally available, or shown in the Agreement.

6. Availability of Funds

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

7. Relationship of Parties

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

8. Hold Harmless

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

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

B. Intellectual Property Indemnification.

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

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

9. Assignability and Subcontracting

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

A. Contractor will assure that any authorized subcontracts with a third party for services complies with all terms and conditions set forth in this Agreement and pursuant to the requirements of applicable federal, state and local law, including but not limited to Title 2 of the CFR.

B. Debarment and Suspension: Contractor will assure that as provided in CFR, Title 2 as applicable, that it must not award subcontracts with at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

C. Procurement of Sub-contractors: Contractor's procurement procedures must conform to applicable federal, state and local law including procedures outlined in Title 2 of the CFR. In the event of any conflict between federal, state, and local requirements, the most restrictive requirement must be applied.

D. Monitoring: Contractor will be responsible for managing and monitoring routine operations of services performed under this Agreement including each project, program, sub grants or any other function supported by Contractor's sub-contractors/sub-grantees to ensure compliance with all applicable terms and conditions of this Agreement, including the requirements in Title 2 of the CFR. If Contractor at any time discovers that services under this Agreement have not been used in accordance with the terms and conditions of this Agreement including federal, state and local law, Contractor will take action to recover such funding.

E. Duties as Pass-through Entity: Contractor must perform functions required under federal, state and local law for a pass-through entity when awarding any part of this Agreement to other third-party entities.

10. Payment of Permits/Licenses

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

11. Insurance

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

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

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

i. Comprehensive General Liability… $1,000,000

ii. Motor Vehicle Liability Insurance… $1,000,000

iii. Professional Liability……. $1,000,000

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

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

12. Compliance With Laws

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

regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

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

A. Standards for financial management systems: Contractor and its sub-contractors/grantees will comply with the requirements of CFR, Title 2 including, but not limited to: fiscal and accounting procedures; accounting records; internal control over cash, real and personal property, and other assets; budgetary control to compare actual expenditures or outlays to budgeted amounts; source documentation; and cash management.

B. Period of availability of funds: Pursuant to CFR, Title 2 as applicable, Contractor may only charge to this Agreement costs resulting from obligations incurred during the funding period of the federal and state awards for the term specified in this Sub Recipient Agreement, unless carryover of this balance is specifically identified in payment section of this Agreement. All obligations incurred under this Agreement must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.

C. Matching or cost sharing: Pursuant to CFR, Title 2 as applicable, matching or cost sharing requirement applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.

D. Program income: Program income must be used and accounted for as specified in CFR, Title 2.

E. Real Property: If Contractor is authorized to use funds pursuant to this Agreement for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of CFR, Title 2.

F. Equipment: Title, use, management (including record keeping, internal control, and maintenance) and disposition of equipment acquired by Contractor or its

sub-contractors/grantees with federal funding awarded under this Agreement will be governed by the provisions of CFR, Title 2, as applicable.

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

13. Non-Discrimination and Other Requirements

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

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

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

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

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

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

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

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

E. *Discrimination Against Individuals with Disabilities*. Contractor shall comply fully with the nondiscrimination requirements of 41 CFR § 60-741.5(a), which is incorporated herein as if fully set forth.

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

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

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

i) termination of this Agreement;

ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;

iii) liquidated damages of $2,500 per violation; and/or

iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

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

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

14. <u>Compliance with Contractor Employee Jury Service Ordinance</u>

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

requirements of Chapter 2.85 do not apply if this Agreement's total value listed in Section 4 above, is less than one-hundred thousand dollars ($100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

15. <u>Retention of Records, Right to Monitor and Audit</u>

A. Contractor shall maintain all required records for seven (7) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California. Records must include sufficient detail to disclose: services provided to program participants; administrative cost of services provided to program participants; charges made and payments received for items identified in the provision of services to program participants and administrative cost of services provided to program participants; and cost of operating organizations, agencies, programs, activities and functions as prescribed in CFR, Title 2.

B. Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.

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

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

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

Contractor agrees to promptly reimburse County for any funds County pays Contractor or any sub-contractor/grantee of Contractor for an adverse audit finding, adverse quality control finding, final disallowance of federal financial

participation, or other sanction or penalty for which County is responsible for under this Agreement.

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

16. Merger Clause & Amendments

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

17. Controlling Law and Venue

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

18. Notices

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

Name/Title: Sheryl Uyan/BHRS Health Services Manager
Address: 310 Harbor Blvd., Belmont, CA 94002
Telephone: (650) 802-5016
Email: suyan@smcgov.org

In the case of Contractor, to:

Name/Title: Keri Kirby/Executive Director
Address: 306 Spruce Avenue, South San Francisco, CA 94080
Telephone: (650) 589-9305
Facsimile: (650) 589-9330
Email: kkirby@sitike.org

19. Electronic Signature

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

20. Conflict of Interest

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

B. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

21. Debarment, Suspension, and Other Responsibility Matters

A. Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency [45 CFR § 92.35];
2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
4. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default;

B. Contractor shall report immediately to the County Behavioral Health and Recovery Services ("BHRS") in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents or other evidence of fraud and abuse until otherwise notified by has.

C. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

D. Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors' debarment/suspension status.

22. Contractor's Staff

A. Contractor shall maintain adequate staff to meet Contractor's obligations under this Agreement.

B. This staff shall be available to the State and BHRS for training and meetings, as necessary. Contractor shall make every effort to have a representative in attendance of scheduled meetings.

23. Lobbying Certification

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

A. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

E. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

24. Commencement of Work

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

25. Records

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

inspection and audit by the County and State or it's duly authorized agents, at any time during normal business hours.

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

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

C. In the event of any litigation, claim, negotiation, audit exception, or other action involving Contractor's records, all records relative to such action shall be maintained and made available until every action has been cleared to satisfaction of County and so stated in writing to Contractor.

D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by County under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR § 200.302, the expenditures will be questioned in the audit and may be disallowed by County during the audit resolution process.

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

26. Access

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

27. Monitoring and Evaluation

A. Authorized state and County representatives shall have the right to monitor and evaluate Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but

is not limited to, administrative processes, policies, procedures and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.

B. Contractor shall cooperate with the state and County in the monitoring and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.

C. Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the County.

28. <u>Audit</u>

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

A copy shall be submitted to:

Behavioral Health and Recovery Services
Attn: Diana Lao
Email: dlao1@smcgov.org
Facsimile: (650) 573-2110

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

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

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

B. Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The

reconciliation shall be maintained and made available for County and State for review. The fiscal summary for this Agreement is included in Exhibit B.

C. Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution shall include:

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

2. Issuing a management decision on audit findings within six months after receipt of the subcontractor's single-audit report and/or other type of audit and ensuring that the subcontractor takes appropriate and timely corrective action;

3. Reconciling expenditures reported to County to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single-audit requirements. For a subcontractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to County must be accomplished by the performance of alternative procedures (e.g., risk assessments [2 CFR § 200.331], documented review of financial statements, documented expense verification, including match, etc.);

4. When alternative procedures are used, the subcontractor shall perform financial management system testing which provides, in part, for the following:

    a. Accurate, current, and complete disclosure of the financial results of each federal award or program;

    b. Records that identify adequately the source and application of funds for each federally funded activity;

    c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes;

    d. Comparison of expenditures with budget amounts for each federal award;

e. Written procedures to implement the requirements of 2 CFR 200.305; and

f. Written procedures for determining the allowance of costs in accordance with 2 CFR Part 200, Subpart E-Cost Principles. [2 CFR § 200.302]

5. The subcontractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents; and

6. Determining whether the results of the reconciliations performed require adjustment of the subcontractor's own records.

D. County shall ensure that Contractor's single-audit reports meet 2 CFR Part 200-Subpart F-Audit Requirements [formerly OMB Circular A-133] requirements:

1. Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be submitted to the County within 30 days after Contractor's receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first [2 CFR § 200.512];

2. Property procured – use procurement standards for auditor selection [2 CFR § 200.509];

3. Performed in accordance with General Accepted Government Auditing Standards [2 CFR § 200.514];

4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs [2 CFR § 200.515]; and

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F- Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].

E. Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards; County shall have access to all audit reports and supporting work papers, and County has the option to perform additional work, as needed.

F. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

1. Any costs when audits required by the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements because its expenditures under federal awards are less than $750,000 during the non-federal entity's fiscal year.

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

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

29. <u>Dissolution of Entity</u>

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

30. <u>Information Integrity and Security</u>

A. Information Assets

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

Information assets include (but are not limited to):

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

B. Encryption on Portable Computing Devices

Contractor is required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital

assistants, notebook computers, and backup media) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives and backup media).

C. Disclosure

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

2. Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

4. Contractor shall not use such identifying information in paragraph 3 above for any purpose other than carrying out Contractor's obligations under this Agreement.

5. Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than County without prior written authorization from County. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

D. Health Insurance Portability and Accountability Act (HIPAA)

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

31. <u>Security Incident Reporting</u>

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

32. Notification of Security Breach to Data Subjects

A. Notice must be given by Contractor to County and any data subject whose personal information could have been breached.

B. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or when necessary measures to restore system integrity are required.

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

33. Software Maintenance

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

34. Electronic Backups

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

35. Right in Data

A. Rights in Data

1. Contractor shall not publish or transfer any materials, as defined in the subsection 2 below, produced or resulting from activities supported by this Agreement without the express written consent of BHRS. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within 30 days after the written request is received by BHRS. BHRS may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Agreement, the term ”subject data” means writing, sounds recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this

Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

3. Subject only to the provisions of this section, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.

36. Transition Plan

A. Contractor shall submit a transition plan to BHRS within ten (10) days of delivery of a written Notice of Termination. The transition plan must be approved by County and shall at a minimum include the following:

1. Description of how clients will be notified about the change in their service provider;

2. A plan to communicate with other organizations that can assist in locating alternative services;

3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals;

4. A plan to evaluate clients in order to assure appropriate placement;

5. A plan to transfer any client records to a new contractor;

6. A plan to dispose of confidential records in accordance with applicable laws and regulations;

7. A plan for adequate staff to provide continued care through the term of the contract;

8. A full inventory and plan to dispose of, transfer or return all equipment purchased with contract funds during the entire operation of the contract; and

9. Additional information as necessary to effect a safe transition of clients to other community service providers.

B. Contractor shall implement the transition plan as approved by BHRS. BHRS will monitor Contractor's progress in carrying out all elements of the transition plan.

C. If Contractor fails to provide a transition plan, the Contractor will implement a transition plan submitted by County to Contractor following the Notice of Termination.

37. Emergency Preparedness

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

38. Compliance With Living Wage Ordinance

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

39. Program Changes

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

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

40. 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.

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

For Contractor: Sitike Counseling Center

DocuSigned by:
Keri Kirby, MS, Executive Director 02/24/2025 Keri Kirby
CC0E6696E9B54DC...

Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

EXHIBIT A – SERVICES
SITIKE COUNSELING CENTER
FY 2025-2027

Behavioral Health and Recovery Services (BHRS) provides a continuum of comprehensive services to meet the complex needs of our clients and is designed to promote healthy behavior and lifestyles (a primary driver of positive health outcomes). A full range of high-quality services is necessary to meet the various needs of the diverse population residing in San Mateo County (SMC). As financing, program structure and redesign changes occur, the services within this agreement may fluctuate, be further clarified, or discontinued.

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

In providing its services and operations, Contractor shall maintain compliance with requirements listed in the Alcohol and Other Drug (AOD) Policy and Procedure Manual including additions and revisions, incorporated by reference herein and within BHRS Forms and Policies. As referenced in the Department of Health Care Services (DHCS) Intergovernmental Agreement for substance use disorder (SUD) services, General Definitions and Definitions specific to Drug Medi-Cal Organized Delivery System (DMC-ODS) Requirements may be found on DHCS BHIN 24-001. Reimbursement is contingent upon client eligibility, compliance with referral and authorization process and procedures, and documentation requirements as outlined below. All Contractors shall adhere to all requirements found in BHIN 23-068.

Please keep in mind that the State sets the minimum requirements through BHIN's. If the State releases an updated or new version of a BHIN, the County and Contractors shall adhere to any new requirements. Where there is no explicit guidance from the State or the State is silent, the County can impose standards based on the information available with consideration of internal program requirements. This contract is based on the current understanding of the State regulations as well as the County's agreement with the State on what will be provided.

Definitions

AUD	Alcohol Use Disorder
CC	Care Coordination (formerly known as Case Management)
C-Consult	Clinical Consultation
CM-RI	Contingency Management / Recovery Incentives Program
DEJ	Deferred Entry of Judgment
FQHC	Federally Qualified Health Center

IMS	Incidental Medical Services
MAT	Medications for Addiction Treatment
NTP/ OTP	Narcotic Treatment Program / Opioid Treatment Program
PERI	Perinatal Services
OUD	Opioid Use Disorder
PSS	Medi-Cal Peer Support Services
R&B	Room and Board
RR	Recovery Residence
RS	Recovery Services
SLE	Sober Living Environment
SUBG	Substance Use Prevention, Treatment, and Recovery Services Block Grant
WM	Withdrawal Management (formerly known as Detoxification)

Agency	**ASAM Level of Care**	**Other DMC-ODS Services**	**Other SUD Services**
Sitike Counseling Services	ASAM 0.5 ASAM 1.0 ASAM 2.1	CC C-Consult PSS RS	SUBG Peri DEJ DUI

A. Drug Medi-Cal Organized Delivery System SUD Treatment Services

Contractor shall provide treatment services described herein as part of the SMC Drug Medi-Cal Organized Delivery System (DMC-ODS). Contractor shall work with other ODS providers to ensure a seamless service delivery system to clients needing levels of care not provided by the Contractor. The description of all levels of care and Evidence-based Practices (EBPs) provided by SMC DMC-ODS are contained in the DHCS BHIN 24-001 and adhering to BHIN 23-058 and BHIN 22-013.

All program staff providing services to San Mateo County residents shall be certified or registered as defined in Title 9, CCR, Division 4, Chapter 8. SUD programs and facilities shall be licensed or certified by the DHCS Licensing and Certification Division. Contractors not in compliance with these requirements shall be subject to corrective action, up to and including fees, withheld payments, or termination of this Agreement.

Services will include the following:

Early Intervention Services (ASAM Level 0.5)

Early intervention services are covered DMC-ODS services for members under the age of 21. Any member under the age of 21 who is screened and determined to be at risk of developing an SUD may receive any service component covered under the outpatient level of care as early intervention services. An SUD diagnosis is not required for early intervention services. A full assessment utilizing the ASAM criteria is not required for a DMC member under the age of 21 to receive early intervention services; an abbreviated ASAM screening tool may be used in lieu of a full ASAM for purposes of assessing for SBIRT or Early Intervention Services.

A full ASAM assessment shall be performed, and the member under the age of 21 shall receive a referral to the appropriate level of care indicated by the assessment if the member's conditions or symptoms constitute diagnostic criteria for SUD.

Early intervention services are provided under the outpatient treatment modality and must be available as needed based on individual clinical need, even if the member under age 21 is not participating in the full array of outpatient treatment services.

1. Outpatient Services (OP) – ASAM 1.0

   OP services shall be provided by a DHCS certified program that is also DMC certified and designated by DHCS or CARF as capable of delivering care consistent with ASAM Level 1.0 treatment criteria.

   a. Outpatient services up to nine (9) hours per week for adults, and less than six (6) hours a week for adolescents as determined to be medically necessary by a Medical Director or LPHA.

   b. Outpatient treatment services for adolescents shall comply with Federal, State and Local regulations and with the Youth Treatment Guidelines set forth and as amended by the DHCS located at: DHCS Adolescent Substance Use Disorder Best Practices Guides October 2020

   c. Outpatient services shall have of a minimum of two (2) group counseling sessions per month, and at least one (1) hour of individual counseling sessions per month.

   d. Outpatient services shall include Assessment, Care Coordination, Counseling (individual and group), family

therapy, medication Services, MAT for Opioid Use Disorder (OUD), MAT for Alcohol Used Disorder (AUD) and other non-opioid SUDS, patient education, recovery services and SUD Crisis Intervention Services. Avatar service codes for each outpatient service are:

CalAIM Service Description	Service Code(s)
ODS OP Assessment	AD101ODS_CA
ODS OP PERI ASSESSMENT	AD101ODSPERI_CA
ODS OP Individual Counseling	AD102ODS_CA
ODS OP PERI INDIVIDUAL COUNSELING	AD102ODSPERI_CA
ODS OP Group Counseling	AD103ODS_CA
ODS OP PERI GROUP COUNSELING	AD103ODSPERI-CA
ODS OP Individual Patient Education	AD104ODS_CA
ODS OP PERI INDIVIDUAL PATIENT EDUCATION	AD104ODSPERI_CA
ODS OP Group Patient Education	AD105ODS_CA
ODS OP PERI GROUP PATIENT EDUCATION	AD105ODSPERI_CA
ODS OP Crisis Intervention	AD107ODS_CA
ODS OP PERI CRISIS INTERVENTION	AD107ODSPERI-CA
ODS OP Treatment Planning	AD109ODS_CA
ODS OP PERI TREATMENT PLANNING	AD109ODSPERI_CA
ODS OP Discharge Planning	AD109ODS_CA
ODS OP PERI DISCHARGE PLANNING	AD109ODSPERI_CA
ODS OP Family Counseling	AD110ODS_CA
ODS OP PERI FAMILY COUNSELING	AD110ODSPERI _CA
ODS OP Care Coordination	AD113ODSCM-CA
ODS OP PERI CARE COORDINATION	AD113ODSPERIMCM-CA
ODS OP Recovery Services Individual Counseling	AD1501ODS_CA
ODS OP Recovery Services Group Counseling	AD1502ODS_CA

ODS OP Recovery Services Recovery Monitoring	AD1504ODSRM)CA
ODS OP Medication Assisted Treatment (Non-NTP)	AD1601ODS_CA
ODS OP PERI MEDICATION ASSISTED TREATMENT (NON-NTP)	AD601ODSPERI_CA
ODS OP MD Clinician Consultation	AD199367CA
ODS OP PERI MD CLINICIAN CONSULTATION	AD199367PERI_CA
ODS OP NON-MD Clinician Consultation	AD199368_CA
ODS OP PERI NON-MD CLINICIAN CONSULTATION	AD199368PERI_CA
ODS OP Urinalysis Testing	AD175ODS_CA
ODS OP PERI URINALYSIS TESTING	AD175ODSPERI_CA
ODS OP PEER SUPPORT PREVENTION ED GROUP	AD1H0025_CA
ODS PERI OP PEER SUPPORT PREVENTION ED GROUP	AD1H0025PERI_CA
ODS OP SUPPORT SELF HELP ENGAGE THEORY	AD1H0038_CA
ODS PERI OP PEER SUPPORT SELF HELP ENGAGE THEORY	AD1H0038PERI_CA

e. Services may be provided in-person, or by telephone or telehealth, in any appropriate setting in the community.

2. Intensive Outpatient (IOP) Services – ASAM 2.1

IOP services shall be provided by a DHCS certified program that is also DMC certified and designated by DHCS or CARF as capable of delivering care consistent with ASAM Level 2.1 treatment criteria.

a. Intensive outpatient provides structured programming to clients as medically necessary for a minimum of nine (9) hours per week and a maximum of nineteen (19) hours per week for adult perinatal and non-perinatal clients. Adolescents are provided a minimum of six (6) hours and a maximum of nineteen (19) hours per week.

b. Intensive outpatient treatment services for adolescents shall comply with Federal, State and Local regulations and with the Youth Treatment Guidelines set forth and as amended by the DHCS located at:
DHCS Adolescent Substance Use Disorder Best Practices Guides October 2020

c. Intensive outpatient services shall have a minimum of one (1) hour of individual counseling session per week.

d. Intensive outpatient services shall include: Assessment, Care Coordination, Counseling (individual and group), Family Therapy, Medication Services, MAT for OUD, MAT for AUD and other non-opioid SUDS, Patient Education, Recovery Services, SUD Crisis Intervention Services. Avatar service codes for each intensive outpatient service are:

CalAIM Service Description	Service Code(s)
ODS_IOP Assessment	AD201ODS_CA
ODS IOP PERI ASSESSMENT	AD201PERI_CA
ODS IOP Individual Counseling	AD202ODS_CA
ODS IOP PERI INDIVIDUAL COUNSELING	AD202ODSPERI_CA
ODS IOP Group Counseling	AD203ODS_CA
ODS IOP PERI GROUP COUNSELING	AD203ODSPERI_CA
ODS IOP Individual Patient Education	AD204ODS_CA
ODS IOP PERI INDIVIDUAL PATIENT EDUCATION	AD204ODSPERI_CA
ODS IOP Group Patient Education	AD205ODS_CA
ODS IOP PERI GROUP PATIENT EDUCATION	AD205ODSPERI_CA
ODS IOP Crisis Intervention	AD207ODS_CA
ODS IOP PERI CRISIS INTERVENTION	AD207ODSPERI_CA
ODS IOP Treatment Planning	AD208ODS_CA
ODS IOP PERI TREATMENT PLANNING	AD208ODSPERI_CA
ODS IOP Discharge Planning	AD209ODS_CA

ODS IOP PERI DISCHARGE PLANNING	AD209ODSPERI_CA
ODS IOP Family Counseling	AD210ODS_CA
ODS IOP PERI FAMILY COUNSELING	AD210ODSPERI_CA
ODS IOP Care Coordination	AD213ODSCM_CA
ODS IOP PERI CARE COORDICATION	AD213ODSCMPERI_CA
ODS IOP Recovery Services Individual Counseling	AD2501ODS_CA
ODS IOP Recovery Services Group Counseling	AD2502ODS_CA
ODS IOP Recovery Services Recovery Monitoring	AD2504ODSRM)CA
ODS IOP Medication Assisted Treatment (Non-NTP)	AD2601ODS_CA
ODS IOP PERI MEDICATION ASSISTED TREATMENT (NON-NTP)	AD2601ODSPERI_CA
ODS IOP MD CLINICIAN CONSULTATION	AD299368_CA
ODS IOP PERI MD CLINICIAN CONSULTATION	AD299368PERI_CA
ODS IOP Urinalysis Testing	AD275ODS_CA
ODS IOP PEER SUPPORT PREVENTION ED GROUP	AD2H0025_CA
ODS PERI IOP PEER SUPPORT PREVENTION ED GROUP	AD2H0025PERI_CA
ODS IOP SUPPORT SELF HELP ENGAGE THEORY	AD2H0038_CA
ODS PERI IOP PEER SUPPORT SELF HELP ENGAGE THEORY	AD2H0038PERI_CA

e. Services may be provided in-person, by telephone or telehealth, in any appropriate setting in the community.

3. Care Coordination

Care Coordination consists of activities and medical care, and to support the member with linkages to services and supports designed to restore the member to their best possible functional level. Care coordination shall be provided to a member in conjunction with all

levels of treatment. It may also be delivered and claimed as a standalone service. DMC-ODS plans, through executed memoranda of understanding, shall implement care coordination services with other SUD, physical, and/or mental health services in order to ensure a client-centered and whole-person approach to wellness.

a. Care Coordination services shall be provided face-to-face, by telephone, or by telehealth and may be provided in any appropriate setting in the community. If services are provided in the community, Contractor shall maintain confidentiality requirements/guidelines.

b. Care Coordination services shall include one or more of the following components:

(1) Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.

(2) Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.

(3) Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

(4) For guidance on claiming for care coordination within a level of care or as a standalone service, please refer to the most current DMC-ODS Billing Manual.

(5) Care Coordination shall be consistent with and shall not violate the confidentiality of SUD members as set forth in 42 CFR Part 2, and California Law

4. Clinician Consultation

Clinician Consultation consists of DMC-ODS Contractor who are qualified to perform assessments, as described in California's Medicaid State Plan, consulting with providers, such as addiction

medicine physicians, addiction psychiatrists, licensed clinicians, to support the provision of care.

Clinician Consultation is not a direct service provided to DMC-ODS members. Rather, Clinician Consultation is designed to support DMC-ODS licensed clinicians with complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist DMC clinicians with seeking expert advice on treatment needs for specific DMC-ODS members.

5. Recovery Services

Recovery Services shall be provided to clients following completion of treatment, when medically necessary. Recovery services may be provided face-to-face or by telephone with the client, in any appropriate setting in the community. Recovery Services are designed to support recovery and prevent relapse with the objective of restoring the member to their best possible functional level. Recovery Services emphasize the member's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to members.

Recovery Services can be delivered and claimed as a standalone service, concurrently with the other levels of care described in this BHIN's "Covered DMC-ODS Services" section, or as a service delivered as part of these levels of care. Recovery Services may be provided in clinical or non-clinical settings (including the community).

Members may receive Recovery Services based on self-assessment or provider assessment of relapse risk. Members do not need to be diagnosed as being in remission to access Recovery Services.

Members may receive Recovery Services while receiving other DMC-ODS services, including MAT services and including NTP services. Members may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD.

Recovery Services include the following service components:
(1) Assessment
(2) Care Coordination
(3) Counseling (individual and group)
(4) Family Therapy

(5) Recovery Monitoring, which includes recovery coaching and monitoring designed for the maximum reduction of the member's SUD
(6) Relapse Prevention, which includes interventions designed to teach members with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the member's SUD.

For additional guidance regarding Recovery Services, please refer to BHIN 22-005.

a.

Recovery Service	Service Code(s)
AD3113ODSCM_CA	AD3113 ODS 3.1 CARE COORDINATION
AD31501ODS_CA	AD31501 ODS 3.1 RS INDIVIDUAL COUNSELING
AD31502ODS_CA	AD31502 ODS 3.1 RS GROUP COUNSELING
AD31504ODSRM_CA	AD31504 ODS 3.1 RS RECOVERY MONITORING

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6. Mobile Crisis Services

Mobile Crisis Services provide rapid response, individual assessment, and community-based stabilization to Medi-Cal members who are experiencing a behavioral health crisis. Mobile crisis services are designed to provide relief to members experiencing a behavioral health crisis, including through de-escalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care,

Consistent with existing guidance and given the unique nature of behavioral health crises, mobile crisis services are covered and reimbursable prior to determination of a mental health or SUD diagnosis, or a determination that the member meets access criteria for SMHS, DMC and/or DMC-ODS services.

For additional guidance regarding Mobile Services, please refer to BHIN 23-025.

7. Medications for Addiction Treatment (MAT)

a. MAT includes all FDA-approved medications and biological products to treat AUD, OUD, and any SUD. MAT may be provided in clinical or non-clinical settings and can be delivered as a standalone service or as a service delivered as part of a level of care listed in this "Covered DMC-ODS Services" section.

b. MAT may be provided with the following service components:
(1) Assessment
(2) Care Coordination
(3) Counseling (individual and group)
(4) Family Therapy
(5) Medication Services
(6) Patient Education
(7) Recovery Services
(8) SUD Crisis Intervention Services
(9) Withdrawal Management Services

c. Contractor shall either offer MAT services directly, or have an effective referral process in place to the most clinically appropriate MAT services, pursuant to the requirements set forth in BHIN 23-054.

(1) Outpatient Treatment Services
(2) Intensive Outpatient Treatment Services
(3) Partial Hospitalization Services
(4) Residential Treatment Services
(5) Inpatient Services
(6) Withdrawal Management Services

d. An effective referral process shall include an established relationship with a MAT provider and transportation to appointments for MAT. Providing contact information for a MAT provider does not meet the requirement of an effective referral. An appropriate facilitated referral to any Medi-Cal provider rendering MAT to the member is compliant whether or not that provider seeks reimbursement through DMC-ODS.

e. The County shall monitor the referral process or provision of MAT services. Contractors are required to comply with DHCS'

MAT access policy, which applies to all licensed and/or certified SUD programs and is described in BHIN 23-054.

f. For additional guidance regarding MAT requirements, please refer to BHIN 23-054.

8. Medi-Cal Peer Support Services

Medi-Cal Peer Support Services Medi-Cal Peer Support Services are defined as "culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower Medi-Cal members through strength-based coaching, support linkages to community resources, and educate members and their families about their conditions and the process of recovery."

Medi-Cal Peer Support Services may be provided with the member or significant support person(s) and may be provided in a clinical or nonclinical setting. Medi-Cal Peer Support Services can be delivered and claimed as a standalone service or provided in conjunction with other DMC-ODS services or levels of care described in BHIN 24-001, including residential services. Peer Support Services are based on an approved plan of care and are delivered and claimed as a standalone service. Beneficiaries may concurrently receive Peer Support Services and services from other levels of care. For additional information, please follow the link to the State website page for Medi-Cal Peer Support Services.

Peer Support Services must be claimed separately. For guidance on claiming Medi-Cal Peer Support Services, please refer to the most current DMC-ODS Billing Manual.

9. Telehealth

Contractor shall comply with BHRS Policy 22-07, BHRS Policy 22-06, and DHCS BHIN 23-018 Updated Telehealth Guidance for Substance Use Disorder Treatment Services in Medi-Cal.

Telehealth means contact with a member beneficiary via synchronous audio and video by an LPHA, Peer Support Specialist, or registered or certified counselor and may be done in the community or the home. Telephone means contact with a member beneficiary via synchronous, real-time audio-only telecommunications systems. Telehealth does not include asynchronous store and forward communications or remote patient monitoring.

Contractor may utilize telehealth when providing treatment services only when the following criteria are met:

a. All covered DMC-ODS services delivered via telehealth shall be provided in compliance with the privacy and security requirements contained in the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996 found in Parts 160 and 164 of Title 45 of the Code of Federal Regulations, Part 2 of Title 42 of the Code of Federal Regulations, the Medicaid State Plan, and any other applicable state and federal statutes and regulations. Specific guidance for providers regarding HIPAA and telehealth is available from the external resources listed on DHCS' Telehealth Resources page.

b. Providers that offer telehealth services to Medi-Cal members must meet all applicable Medi-Cal licensure and program enrollment requirements. If the provider is not located in California, they must be licensed in California, enrolled as a Medi-Cal rendering provider, and affiliated with a Medi-Cal enrolled provider group in California or a border community, as outlined in DHCS' Telehealth Policy Paper and the Medi-Cal Provider Manual.

c. All providers furnishing applicable covered services via synchronous audio-only interaction must also offer those same services via synchronous video interaction to preserve member choice. To preserve a member's right to access covered services in person, a provider furnishing services through telehealth must do one of the following:

    (1) Offer those same services via in-person, face-to-face contact; or
    (2) Arrange for a referral to, and a facilitation of, in-person care that does not require a member to independently contact a different provider to arrange for that care.

(3) Non-medical transportation benefits are available for in-person visits.
(4) Any potential limitations or risks related to receiving covered services through telehealth as compared to an in-person visit, if applicable.

10. Prior to initial delivery of covered services via telehealth, providers are required to obtain verbal or written consent for the use of telehealth as an acceptable mode of delivering services, and must explain the following to beneficiaries:

    a. The member has a right to access covered services in person.

    b. Use of telehealth is voluntary and consent for the use of telehealth can be withdrawn at any time without affecting the member's ability to access Medi-Cal covered services in the future.

    c. Providers must document the member's verbal or written consent to receive covered services via telehealth prior to the initial delivery of the services. The members' consent must be documented in their medical record and made available to BHRS or DHCS upon request.

    d. A provider may utilize a general consent agreement to meet this documentation requirement if that general consent agreement:

       (1) specifically mentions the use of telehealth delivery of covered services;
       (2) includes the information described above;
       (3) is completed prior to initial delivery of services; and
       (4) is included in the member's record.

11. DMC-ODS providers shall comply with all applicable federal and state laws, regulations, bulletins/information notices, and guidance when establishing a new patient relationship via telehealth.

12. The initial clinical assessment and establishment of a new patient relationship, including any determination of diagnosis, medical necessity, and/or level of care may be delivered through synchronous video interaction. The professional establishing a new client relationship shall evaluate each member's assessment and intake information using the American Society of Addiction Medicine Criteria. If completed by a counselor through a face-to-face review or

telehealth with the counselor to establish a member meets the medical necessity criteria.

DMC-ODS providers may establish a relationship with new patients via synchronous audio-only interaction in the following instances:

a. When the visit is related to sensitive services as defined in subsection (n) of Section 56.06 of the Civil Code. This includes all covered DMC-ODS services.

b. When the patient requests that the provider utilizes synchronous audio-only interactions or attests they do not have access to video.

13. Licensed providers and non-licensed staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

a. Services must be identified if provided in-person, by telephone, or by telehealth.

b. If services were provided in the community, identify the location and how the provider ensured confidentiality.

14. Additional DMC-ODS Services Required

The following services are also included in the DMC-ODS continuum of care, although they are not reimbursable by DMC. Contractor may provide the following services; however, Contractor shall refer clients to these services based upon client need, medical necessity, and client eligibility. Avatar service codes for additional DMC-ODS required services are:

Service Description	Service Code
Unclaimable Services	AD80
Sober Living Environment	AD95

15. DMC-ODS Contractor Requirements

a. Licensure/Agency

Contractor shall be licensed, registered, and DMC certified in accordance with applicable laws and regulations. Contractor shall comply with the following regulations and guidelines. In

the event of a conflict between regulatory requirements, the more stringent provisions shall prevail.

i. Title 21, CFR Part 1300, et seq.,

ii. Title 42, CFR, Part 8;

iii. Drug Medi-Cal Organized Delivery System BHIN 24-001

iv. Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1;

v. DHCS Alcohol and/or Other Drug Program Certification Standards;

vi. Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.; and

vii. Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq.

b. Staffing Requirements

Contractor shall employ licensed or certified/registered counselors in accordance with Title 9, CCR, Division 4, Chapter 8 and DHCS BHIN 24-001 to provide covered services.

i. Professional staff must be licensed, registered, certified or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. A Licensed Practitioner of the Healing Arts (LPHA) includes the following:

1) Physician

2) Nurse Practitioners

3) Physician Assistants

4) Registered Nurses

5) Licensed Clinical Psychologists

6) Licensed Clinical Social Worker

7) Licensed Professional Clinical Counselor

8) Licensed Marriage and Family Therapists

9) License Eligible Practitioners working under the supervision of Licensed Clinicians

ii. Non-Professional staff shall receive appropriate onsite orientation and training prior to performing assigned duties. Non-professional staff shall be supervised by professional and/or administrative staff.

iii. Professional and Non-Professional staff shall have appropriate experience and all necessary training at the time of hiring.

iv. Registered and certified SUD counselors providing treatment services shall adhere to all certification requirements in the CCR Title 9, Division 4, Chapter 8 and HSC Section 11833 (b)(1).

v. Prior to the delivery of services under this Agreement, Contractor shall employ a Medical Director enrolled with DHCS under applicable state regulations, screened as a limited categorical risk within one (1) year prior to serving as Medical Director in accordance with 42CFR455.50(a), and has signed a Medicaid provider agreement with DHCS as required by 42 CFR 431.107.

vi. All staff of Contractor shall undergo fingerprint background checks prior to hiring or service delivery, whichever comes first in accordance with CFR 455.34.

vii. Prior to the delivery of services, Contractor shall ensure all treatment staff shall be trained in ASAM criteria.

c. Other Requirements

Contractor is required to inform BHRS QM and BHRS Program Analyst within forty-eight (48) hours after an occurrence, of the following:

i. Leadership or staffing changes.

ii. Organizational and/or corporate structure changes (example: conversion to non-profit status).

iii. Changes in the type 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

16. Client Eligibility

a. Clients are eligible to receive DMC-ODS services if they: (a) are receiving San Mateo County Medi-Cal benefits or are eligible to receive San Mateo County Medi-Cal benefits; (b) are not currently institutionalized; (c) have a substance use disorder per the most current published edition of the Diagnostic and Statistical Manual (DSM-5) and meet ASAM medical necessity criteria; and (d) are a San Mateo County resident.

b. Clients may also be eligible to receive treatment and recovery services under San Mateo County's DMC-ODS network of care using non-Medi-Cal funding if they: (a) do not have health care coverage; (b) are not currently institutionalized; (c) have a substance use disorder per the most current published edition of the Diagnostic and Statistical Manual (DSM-5) and meet ASAM medical necessity criteria; and (d) are a San Mateo County resident.

c. Contractor Responsibilities

(1) Contractor shall verify the client's residency status to ensure they are a San Mateo County resident. Clients experiencing homelessness shall be transient or homeless in San Mateo County. A statement of verification shall be kept in the client's file.
(2) Contractor shall verify the client's Medi-Cal eligibility status on a monthly basis. Verification of Medi-Cal eligibility shall be kept in the client's file.

d. Medical Necessity

(1) Medical necessity shall be determined by the Medical Director or LPHA. After establishing a DSM-5 diagnosis, the diagnosing professional shall apply ASAM criteria to determine the appropriate level of care for placement.

(2) Medical necessity for adults age twenty-one (21) and over is determined by the following:

a) The individual has at least one (1) substance-related diagnosis from the DSM-5, excluding tobacco-related disorders.

b) The individual meets the ASAM Criteria definition of medical necessity to receive services.

(3) Medical necessity for youth and adults under the age of twenty-one (21) is determined by the following:

a) The individual is assessed to be at risk for developing a substance use disorder, and

b) The individual meets the ASAM Criteria definition of medical necessity for adolescent services.

(4) Medical necessity shall be re-evaluated and re-determined at each Treatment Plan update, each Level of Care change, and at least once every six (6) months for the duration of treatment services.

a) Narcotic Treatment Programs/Opioid Treatment Programs shall re-evaluate and re-determine medical necessity at least annually for the duration of treatment services.

17. Timely Access to Service

a. Contractor shall deliver the client's first appointment for outpatient, intensive outpatient, or residential services within ten (10) calendar days of the initial request, presuming the client meets medical necessity criteria.

i. Interim services shall be provided to injection drug using and perinatal services-eligible clients when services are not immediately available, including outpatient or intensive outpatient services.

b. Contractor shall deliver the client's first appointment for urgent services within seventy-two (72) hours of the initial request, presuming the client meets medical necessity criteria.

i. Services are defined by DHCS as urgent when themember's condition is such that they face an imminent and serious threat to their health, including, but not limited to, the potential loss of life, limb, or other major bodily function, or the normal timeframe for the decision making process would be detrimental to the member's life or health or could jeopardize their ability to regain maximum function, decisions to approve, modify, or deny requests by providers prior to, or concurrent with, the provision of health care services to enrollees, shall be made in a timely fashion appropriate for the nature of the enrollee's condition, not to exceed 72 hours.

ii. Interim services shall be provided to injection drug using and perinatal services-eligible clients when services are not immediately available, including outpatient or intensive outpatient services.

c. Contractor shall deliver the client's first appointment for NTP or MAT services within twenty-four (24) hours of the initial request, presuming the client meets medical necessity criteria.

d. Contractor shall ensure that a client experiencing a medical or psychiatric emergency will be transported to the nearest hospital for treatment.

e. Contractor shall advise clients in the program of the County's twenty-four (24) hour on-call Access Call Center. Contractor shall advise clients how to receive treatment or other covered services after hours, weekends and holidays.

f. Contractor's hours of operation shall be no less than the hours of operation to non-Medi-Cal clients.

18. Coordination of Care

Contractor shall provide coordination of client care. Initial care coordination may be provided by the BHRS Residential Treatment Authorization Team (RTX), Service Connect, Pathways, Primary Care Interface (PCI), or Integrated Medication Assisted Treatment Team (IMAT). Once a client is enrolled in and connected to the SUD treatment program, care coordination may be transferred to the Contractor. The Contractor shall continue to coordinate care with any assigned BHRS Case Manager or Counselor/Clinician. Care coordination responsibilities will comply with those identified in the BHRS DMC-ODS Implementation Plan.

a. The Residential Contractor shall contact the RTX case manager and prior to discharge coordinate a consultation with the referred client, except when the client poses an imminent threat to the safety of them self or someone else.

b. Contractor shall ensure coordination and continuity of care within the standards in accordance with 42 CFR 438.208.

c. Contractor shall ensure that in the course of coordinating care, the client's privacy is protected in accordance with all Federal and State privacy laws, including but not limited to 45 CFR 160 and 164, to the extent that such provisions are applicable.

d. Contractor shall ensure that female and transgender male clients have direct access to a women's health specialist, to provide routine and preventive health care services necessary, within the network for covered care. This is in addition to the clients designated source of primary care if that

source is not a women's health specialist, pursuant to 42 CFR 438.206(b)(2).

e. Contractor shall provide treatment services to clients receiving Medication Assisted Treatment. Contractor shall communicate regularly with the prescribing physician(s) of clients prescribed medications unless the client refuses to consent to sign a 42 CFR part 2 compliant Release of Information for this purpose.

19. Sharing Information with Clients

Contractor shall not prohibit or restrict any licensed, registered, or certified professional staff, acting within their scope of practice, from advising or advocating on behalf of a client, for whom the Contractor is providing SUD treatment from any of the following:

a. The client's health status, medical care or treatment options including any alternative treatment that may be self-administered.

b. Any information the client needs in order to decide among all relevant treatment options,

c. The risks, benefits and consequences of treatment or non-treatment,

d. The clients' right to participate in decisions regarding his/her healthcare including the right to refuse treatment and to express preference regarding future treatment decisions.

20. Laboratory Requirements – applies to all doing drug testing

Contractor shall use testing services of laboratories that are certified and in good standing to perform testing on human specimens under the Clinical Laboratory Improvement Amendments of 1988 (CLIA) unless exempt from CLIA or are SAMHSA certified.

B. Non-Drug Medi-Cal Organized Delivery System Services

1. Urinalysis Testing

Urinalysis (UA) Testing is a therapeutic intervention when deemed medically appropriate and is used to determine appropriate levels of client care. A positive UA test result may indicate a client's current

level of care is not adequate and/or that the client treatment plan should be adjusted.

Contractor shall establish procedures which protect against falsification and/or contamination of any urine sample, and must document urinalysis results in the client's file.

2. Childcare Services

a. Contractor shall provide on-site, licensed childcare in accordance with childcare licensing requirements.

When a Contractor is unable to provide licensed on-site childcare services. Contractor shall partner with local, licensed childcare facilities. Contractor shall offer on-site, license-exempt childcare through a cooperative arrangement between parents for the care of their children. Parents shall combine their efforts, so each parent rotates as the responsible care giver with respect to all the children in the cooperative arrangement;

Any person caring for the children shall be a parent, legal guardian, stepparent, grandparent, aunt, uncle, or adult sibling of at least one of the children in the cooperative arrangement;

No monetary compensation, including receipt of in-kind income, may be provided in exchange for the provision of care; and

(1) All of the following conditions must be met in the event of a cooperative arrangement: No more than twelve (12) children can receive care in the same place at the same time. When possible, women offering childcare in the cooperative arrangement must be directed under the supervision of an experienced staff member with expertise in child development. This staff member shall teach the women how to respond appropriately to a child's needs and help women address child-specific issues. NOTE: This staff member should have passed a background check before working in the program's childcare.

(2) Childcare services must include therapeutic and developmentally appropriate services to help identify a child's developmental delays, including emotional and behavioral health issues. When appropriate, childcare services must be tailored to each child and support the child's individual developmental needs. This includes considering a child's culture and language to incorporate culturally responsive practices and deliver culturally appropriate services.

(3) Furthermore, if other clinical treatment services for the child are deemed medically necessary, services shall be comprehensive and, at a minimum, include the following:

1) Assessment;

2) Screening and assessment of the full range of medical, developmental, emotional related-factors;

3) Care planning;

4) Residential care;

5) Case coordination;

6) Therapeutic child care;

7) Substance abuse education and prevention;

8) Medical care and services;

9) Developmental services; and

10) Mental health and trauma services

b. During the duration of the term the deliverables are to include a combination of the following deliverables:

- Childcare facility will be open Mondays through Fridays from 9:30 am to 2:30 pm
- One (1) member of the staff per three (3) children
- Staff time
- Childcare supplies
- Rent of facility
- Outreach and childcare daily rate.

Avatar service codes for childcare services are:

Service Description	Service Code
ADCHILDCARE1 PERI CHILDCARE DAY	ADCHILDCARE1

3. Deferred Entry of Judgement

   In accordance with the AOD Policy and Procedure Manual, Contractor shall provide the Deferred Entry of Judgment (DEJ) to clients who have been referred by the Probation Department.

C. Priority Populations

Through the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG), BHRS is required to serve priority population clients. Contractor shall establish partnerships for the provision of referral to interim or treatment services when capacity is not available and a client cannot be admitted to treatment within 48 hours of request, as described in the AOD Policy and Procedure Manual. Contractor shall give priority admission to the following populations, provided they are residents of San Mateo County and do not have health care coverage:

1. Pregnant females who use drugs by injection;

2. Pregnant females who use substances;

3. Other persons who use drugs by injection; and

4. As Funding is Available – all other clients with a SUD, regardless of gender or route of use, without insurance or for whom coverage is terminated for short periods of time.

D. Health Order Compliance Requirements

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

This section applies to all employees and places of employment with the exception of locations with one employee that does not have contact with other persons, employees working from home, or employees teleworking

from a location of the employee's choice, which is not under the control of the employer.

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

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

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

II. ADMINISTRATIVE REQUIREMENTS

In providing its services and operations, Contractor shall maintain compliance with requirements of the County, including additions and revisions, which are incorporated by reference herein.

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 Countydue upon request of identified due date from the County. . 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. System-Wide Improvements

The County has identified issues which require a collaborative and comprehensive approach in order to enhance the system-wide effectiveness and efficiency. Contractor shall implement the following:

1. External Quality Reviews

DHCS has contracted with an External Quality Review Organization (EQRO) to conduct a review of the overall quality of services, service accessibility, and availability provided under the ODS. The EQRO also requires annual Performance Improvement Projects (PIP) that improve both clinical and administrative performance of the ODS.

a. Contractor shall participate in EQRO focus groups, surveys, and other performance measurement and data collection activities.

b. Contractor shall participate in all PIPs implemented by BHRS as part of the EQRO process.

2. DMC Claim Documentation Quality

Contractor's denied claims shall not exceed five percent (5%) of the total DMC claims submitted per month. Should the denied claims exceed five percent (5%) in any given month, Contractor shall submit a corrective action plan to improve documentation and reduce denials. Corrective action may include, but is not limited to: additional training, additional monitoring controls of data submission, non-compliance penalty fees, or withheld payments.

C. Qualified Service Organization

1. As a qualified service organization, BHRS agrees to provide the following services to Contractor:

a. Centralized screening, assessment, and treatment referrals;

b. Billing supports and services;

c. Data gathering and submission in compliance with Federal, State, and local requirements;

d. Policies and procedures related to the service provision, documentation, and billing;

e. Quality Management and utilization review, including problem resolution;

f. Education, training and technical assistance as needed.

2. As a qualified service organization, BHRS and Contractor agree to the following:

   a. Acknowledge that in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, it is fully bound by the provisions of the Federal regulations governing Confidentiality of Alcohol and Drug Abuse Client Records, 42 C.F.R. Part 2;

   b. 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

   c. Acknowledge that Contractor and any subcontractor or legal representative are or will be fully bound by the provisions of 42 C.F.R. Part 2 upon receipt of the patient identifying data received pursuant to a patient consenting to disclosure of their records under 42 C.F.R. Part 2, § 2.31 for payment and/or health care operation activities, and, as such that each disclosure shall be accompanied by the notice required under § 2.32.

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that no aspect of its substance use treatment program services shall include any messaging in the responsible use, if the use is unlawful, of drugs or alcohol. This is including but not limited to: program standards, curricula, materials, and teachings. These materials and programs may include information on the health hazards of use of illegal drugs and alcohol, concepts promoting the well-being of the whole person, risk reduction, the addictive personality, development of positive self-esteem, productive decision-making skills, and other preventive concepts consistent with the “no unlawful use” of drugs and alcohol message. This does not apply to any program receiving state SUBG/NRC funding that provides education and prevention outreach to intravenous drug users with AIDS or AIDS-related conditions, or persons at risk of HIV-infection through intravenous drug use. (Health and Safety Code Sections 11999-11999.3).

E. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the federal funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other

substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

F. Restriction on Distribution of Sterile Needles

Contractor shall not use any SUBG funds made available through this agreement to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug.

G. AVATAR Electronic Health Record

1. Contractor shall enter referral data into Avatar for calls inquiring about services that includes but is not limited to: date and time of call, caller/referral data, service type inquiry, screening data and referrals made.

2. Contractor shall enter client data into Avatar for services provided that includes but is not limited to: date of service, service type, service units, service duration, screening and assessment data, diagnosis, treatment plans, progress notes, discharge plan and discharge summary.

3. Contractor shall maintain compliance with all documentation, reporting, billing and all other data requirements as required in the BHRS Documentation Manual, San Mateo County Intergovernmental Agreement, Title 22, DMC-ODS STCs, the DHCS AOD Program Certification Standards, CalOMS Tx Data Collection Guide, DMC Billing Manual, Youth Treatment Guidelines, Perinatal Practice Guidelines and the AOD Policy and Procedure Manual, including additions and revisions.

4. Contractor shall submit electronically treatment capacity and waiting list data to DHCS via DATAR no later than the 7th of the month following the report activity. Contractor shall also comply with all BHRS tracking methods for client waitlist times and capacity. This information shall be used to determine unmet treatment needs and wait times to enter treatment.

5. Contractor shall participate in Avatar trainings and in monthly Avatar User Group (AUG) meetings to ensure data quality and integrity and provide input into system improvements to enhance the system.

H. Quality Management and Compliance

1. Clinical Standards of Care and Evidenced-Based Practices

All services provided under this agreement shall be safe, effective, patient centered, timely, culturally competent, efficient and equitable, as defined by the Institute of Medicine.

a. In providing its services and operations, Contractor shall maintain full compliance with the San Mateo County BHRS Standards of Care, Best Practice Guidelines for Working with Limited English Proficiency and LGBTQ Clients, Federal Cultural and Linguistic Access Standards (CLAS) requirements. Contractor shall comply with at least two (2) of the five (5) DMC-ODS Evidenced-Based Practices. Annually, Contractor shall provide a written report on the status of compliance with the following:

   i. Standards of Care

   ii. Best Practice Guidelines for Working with Limited English Proficiency and LGBTQ Clients

   iii. At least two (2) of the DMC-ODS Evidenced-Based Practices. The DMC-ODS Evidenced-Based Practices include: Motivational Interviewing, Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment, and Psycho-Education.

   iv. Federal CLAS requirements: Contractor shall demonstrate how they have interpreted and complied with all 15 of the federal CLAS standards.

2. Complex Clients and Co-occurring Disorders

a. Contractors providing SUD Treatment and/or Recovery Services shall implement co-occurring capable policies, procedures, assessments, treatment planning, program content, and discharge planning practices that integrate co-occurring services to meet the client's complex needs. Contractor shall coordinate and collaborate with behavioral and physical health services, and: initiate and coordinate with mental health services when appropriate, provide medication monitoring, coordinate with primary health services, and addiction and psychological assessment and consultation. Contractor shall incorporate mental health symptom management groups and motivational enhancement

therapies specifically designed for individuals with co-occurring substance use and mental health disorders.

b. Contractor shall not exclude from treatment, persons who require high risk, specialized services or special health needs. Contractor shall work with the health care providers of clients with special health care needs. Contractor shall collaborate with BHRS and other service providers to meet the identified needs of such clients. Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of services solely because of the client's diagnosis, type of illness, or condition of the client.

i. Contractor shall seek ongoing training and support for staff to stay current with best practices for serving individuals with co-occurring disorders.

ii. A Contractor that provides SUBG Perinatal services to pregnant, postpartum and women with children aged 17 and under shall be properly certified to provide these services and comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women, and with the Perinatal Practice Guidelines.

iii. Medi-Cal members who are pregnant or up to 365 days postpartum are eligible to receive DMC-ODS Perinatal services. Postpartum, as defined for DMC purposes, means the 365-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility for perinatal services shall end on the last day of the calendar month in which the 365th day occurs.

iv. A Contractor that provides adolescent treatment services shall comply with the Youth Treatment Services Guidelines. Assessments and services for adolescents shall follow the ASAM Adolescent Treatment Criteria.

3. 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 upon the

County's requested due date.. 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 ten (10) days of initial request for service for outpatient and non-urgent residential treatment; seventy-two (72) hours for urgent residential treatment; and twenty-four (24) hours for NTP/OTP programs.

BHRS QM will provide feedback if the plan submitted is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

a. Contractor shall have an established Quality Improvement (QI) plan and committee.

b. The QI committee shall include staff from all levels of the Agency and will guide the development and implementation of the annual QI plan. The QI committee shall review quarterly utilization and service quality, performance data, compliance with BHRS SOC, co-occurring and complex client capability, and client feedback.

c. Contractor shall establish and/or maintain mechanisms whereby processes and practices at the organizational level; which create inefficiencies and/or present barriers to client engagement, enrollment and retention in treatment, will be identified and addressed. An analysis of policies and practices which create barriers for complex clients shall be included.

4. Grievance Process

Contractor shall notify members of their right to the following:

a. a state fair hearing, how to obtain a hearing and representation rules at the hearing;

b. file grievances and appeals, and the requirements and timeframes for filing;

i. members may file a grievance, either orally or in writing, either with DHCS, the County, or the Contractor

ii. members may request assistance with filing grievances and appeals

iii. If the member is grieving or appealing the termination, denial, or a change in type or frequency of services, the member may request services be continued during the appeal or state fair hearing filing although the member may be liable for the cost of any continued benefits if the action is upheld.

c. give written consent to allow a provider, acting on behalf of the member, to file an appeal.

5. Referring Individuals to Psychiatrist

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

6. Medication Storage and Monitoring

For Contractors that provide or store medications: Contractor shall store and monitor medications in compliance with all pertinent state and federal standards. Policies and procedures must be in place for monitoring, and storing medications consistent with BHRS Policy 99-03, Medication Room Management and BHRS Policy 04-08 Medication Monitoring 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 staff authorized to monitor 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. Over the counter medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

7. 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 offer a first appointment with a client within ten (10) calendar days of the initial request for an services, if non-urgent. Urgent requests shall be offered a first appointment within seventy-two (72) hours of the initial request. Requests for OTP services shall be offered an initial appointment within twenty-four (24) hours of the initial request.

i. Urgent requests are defined by DHCS as when the member's condition is such that they faces an imminent and serious threat to their health, including, but not limited to, the potential loss of life, limb, or other major bodily function, or the normal timeframe for the decision making process would be detrimental to the member's life or health or could jeopardize their ability to regain maximum function, decisions to approve, modify, or deny requests by providers prior to, or concurrent with, the provision of health care services to enrollees, shall be made in a timely fashion appropriate for the nature of the enrollee's condition, not to exceed 72 hours.

ii Contractor shall offer interim services to all clients who do not receive a first appointment offer within 48 hours. Interim services may include referrals to a lower level of care, TB or HIV education, physical or mental health providers, or community resources appropriate to meet

the client's immediate needs. Interim services offered shall be documented in Avatar via a SUD Progress Note with face-to-face form, or in the contractor's electronic health record.

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).

8. Record Retention

Paragraph 15 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain member 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. The Contractor shall keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&I Code section 14124.1 and 42 CFR 438.3(h) and 438.3(u).

9. 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. 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 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 DHCS BHIN 23-068

10. Cooperation with Audits

a. 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, electronic access, or chart reviews and/or audits.

   In addition, Contractor shall comply with all requests for any documentation or files including, but not limited to, client and personnel files.

b. 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.

c. 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 438.230I(3)(i-iii).

d. Behavioral Health and Recovery Services QM and/or BHRS analyst 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 DHCS 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.

Contractor shall accommodate and cooperate with unannounced chart audits, chart reviews, site visits, and grievance/complaint investigations by BHRS staff with or without advance notice. BHRS has the right to audit, evaluate, inspect any books, records, charts, contracts, computer or other electronic systems of the Contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under this Agreement at any time. Contractor shall make available, for purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, charts, contracts, computer or other electronic systems related to DMC, SAPT, or any Services funded by this contract.

If deficiencies are found during an audit or utilization review of Contractor's services, Contractor shall develop a Corrective Action Plan (CAP) to include the following:

a. Address each demand for recovery of payment and/or programmatic deficiency;

b. Provide a specific description of how the deficiency will be corrected;

c. Specify the date of implementation of the corrective action; and

d. Identify who will be responsible for ongoing compliance.

BHRS will review and approve or require additional changes to the CAP. Contractor failure to submit a CAP within the required timeframe and failure to complete, fully implement, or sustain a CAP over time may result in withheld or denied payments, penalty fees, or termination of this agreement.

11. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

ii. Contractor shall actively participate in Treatment Perception Survey collection processes in all SUD program areas. Treatment Perception Surveys collect client satisfaction data. Contractor may solicit additional feedback from service recipients and family members. All feedback surveys shall be incorporated into Contractor quality improvement processes and plans.

iii. In addition to the Treatment Perception Surveys, Contractor shall develop and administer client and family satisfaction surveys on an annual basis for quality improvement and quality assurance purposes.

b. Client/Patient's Rights

Contractor will comply with County policies and procedures relating to member /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.

12. Member Brochure and Provider Lists

Contractor must provide Medi-Cal members new to BHRS with a member brochure at the time of their first 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.

13. Notice of Adverse Benefit Determination

a. Contractor shall issue Medi-Cal members a written Notice of Adverse Benefit Determination (NOABD) each time the

member's service is denied, delayed, terminated, or there is a change in the amount, scope, or duration of the treatment service from what was requested by the member. Contractor shall use the appropriate BHRS-provided templates when issuing a NOABD. The NOABD shall meet the requirements of 42 CFR 438.404.

b. BHRS will conduct random reviews of the Contractor to ensure compliance with NOABD requirements.

14. Certification and Licensing

1. SUD Treatment Services

i. Contractors providing SUD treatment services to San Mateo County residents shall be <u>certified and/or licensed</u> by DHCS Licensing and Certification Division. Contractor shall maintain all applicable certifications through San Mateo County and/or DHCS to provide any of the following reimbursable services: SUBG Services, and Drug Medi-Cal Organized Delivery System reimbursed services.

ii. Contractor shall submit a copy of any licensing complaint, deficiency findings, or corrective action report issued by a licensing agency to BHRS QM and the AOD Administrator or their designee, within two (2) business days of Contractor's receipt of any such licensing report.

iii. Should Contractor cease to offer a DMC-ODS service, Contractor will work with BHRS to ensure participating clients are successfully transferred to another DMC-ODS provider.

iv. Contractor shall provide written notification to the AOD Administrator of any changes in DMC-ODS offered services at least ninety (90) days prior to implementing the changes in services.

2. DMC-ODS SUD Treatment Services

i. If at any time, Contractor's license, registration, certification, or approval to operate a substance use disorder program or provide a DMC-ODS covered

service is revoked, suspended, modified, or not renewed outside of DHCS, the Contractor shall notify DHCS Fiscal Management & Accountability Branch by e-mail at DHCSMPF@dhcs.ca.gov and the BHRS Program Analyst within two (2) business days of knowledge of such change.

ii. Contractor's certification to participate in the DMC program shall automatically terminate in the event the Contractor or its owners, officers or directors are convicted of Medi-Cal fraud, abuse or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

iii. If Contractor is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the Contractor from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about Contractor's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to Contractor pursuant to W&I Code, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. DHCS will authorize BHRS to withhold payments from the DMC Contractor during the time a Payment Suspension is in effect.

15. 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.

   i. On an annual basis, Contractor shall require all staff accessing client PHI or PI to sign a confidentiality statement that includes, as a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies.

c. Contractor shall install and actively use comprehensive antivirus software on all workstations, laptops and other systems that process and/or store PHI or PI. The antivirus software solution must have automatic updates scheduled at least daily.

d. All workstations, laptops and other systems that process and/or store PHI or PI shall have critical security patches applied, with system reboot if necessary. Contractor shall document the patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within this timeframe due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.

e. 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.

f. 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.

16. 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:
b. Compliance Training
c. Fraud, Waste, & Abuse Training
d. AB 210 Brief Overview
e. Critical Incident Management
f. Cultural Humility
g. Interpreter training (if using interpreter services)
h. ASAM certification training: All New Staff (SUD contractors only)
i. At least 5 hours annually of addiction medicine training for all LPHA employees (SUD contractors only)
j. At least 6 hours annually of the Evidenced-Based Practices utilized at the agency (SUD contractors only)
k. Human Trafficking and compliance with the Human Trafficking Victims Protection Act of 2000 (SUD contractors only)
l. DMC-ODS Documentation Requirements (SUD contractors only)
m. Infectious Disease
n. Elder and Child abuse training

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.

17. 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 participate in all activities related to the resolution of critical incidents, including but not limited to participation in quality improvement meetings, provision of all information requested by the County relevant to the incident, and Contractor staff cooperation.

18. 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. Attachment A – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment A and return it along with all other contract forms.

b. Credentialing Check – Monthly

Contractor will complete Attachment A – 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.

19. 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.

20. Fingerprint Compliance

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

shall have a screening process in place to ensure that employees who have positive fingerprints shall:

a. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR

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

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

21. Staff Termination

Contractor shall inform BHRS, within two (2) business days, when staff have been terminated. BHRS Quality Management and BHRS Management Information System requires prompt notification to be able to terminate computer access and to safeguard access to electronic medical records by completing the BHRS Contractor Termination Form.

22. 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.

23. Provider Application and Validation for Enrollment (PAVE) Enrollment

Contractor shall be enrolled in the PAVE program or in the process of becoming enrolled. https://www.dhcs.ca.gov/provgovpart/Pages/PAVE.aspx
Contractor will keep BHRS informed on their enrollment status and submit proof of PAVE enrollment to HS_BHRS_PAVE@smcgov.org

I. 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.

   e. 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.).

   f. 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.

J. 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.

K. Control Requirements

Contractor shall be familiar and implement the laws, regulations, codes and guidelines listed in Attachment L. Contractor shall assure that its Subcontractors are also familiar with such requirements.

Contractor shall establish written policies and procedures consistent with the requirements identified in Attachment L. Contractor shall be held accountable for audit exceptions taken by the State for any failure to comply with these requirements.]]

DMC Contractor will fulfill the requirements of 42 CFR Part 438 et seq (managed care) that are appropriate to the service or activity covered under this contract.

Attachment L is subject to modifications by federal, state and local regulations that are applicable to the Intergovernmental Agreement.

L. Trafficking Victims Protection Act of 2000

Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104(g)) as amended by section 1702: http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim.

M. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

N. County-Owned Facility

Contractor agrees to the terms and conditions as specified in Schedule D attached hereto.

O. Capacity Management

Capacity management systems track and manage the flow of clients with SUDs entering treatment. These systems serve to ensure timely placement into the appropriate level of care.

When Contractor cannot admit a pregnant or parenting woman or an intravenous substance user because of insufficient capacity, the Contractor shall:

1. Provide or arrange for interim services within forty-eight (48) hours of the service request, including a referral for prenatal care.

2. Refer the individual to DHCS through its capacity management program.

3. When Contractor reaches or exceeds ninety percent (90%) of its treatment capacity, the provider must report this information to the Drug and Alcohol treatment Access Report (DATAR) on a monthly basis.

4. Contractor shall also notify the County and DHCS seven (7) days upon reaching or exceeding 90 percent of its treatment capacity by emailing the designated County staff and DHCS at DHCSPerinatal@dhcs.ca.gov. The subject line in the email must read "Capacity Management."

P. Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) Specifications

1. Debarment and Suspension

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

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

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

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

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

a. Trading Partner Requirements

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

ii. No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

iii. No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR 162.915 (c)).

iv. No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR 162.915 (d)).

3. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a

standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

4. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

5. Deficiencies

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

6. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

7. Data Transmission Log

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

information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

8. Nondiscrimination and Institutional Safeguards for Religious Providers

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

9. Counselor Certification

   Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

10. Cultural and Linguistic Proficiency

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

11. Intravenous Drug Use (IVDU) Treatment

    Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

12. Tuberculosis Treatment

    Contractor shall ensure the following related to Tuberculosis (TB):

    a. Routinely make available TB services to individuals receiving treatment.

    b. Reduce barriers to patients' accepting TB treatment.

c. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

13. Trafficking Victims Protection Act of 2000

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

14. Tribal Communities and Organizations

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

15. Marijuana Restriction

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such

treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

16. Participation of County Behavioral Health Director's Association of California

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

17. Adolescent Best Practices Guidelines

Contractor must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at:
DHCS Adolescent Substance Use Disorder Best Practices Guides October 2020

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

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

19. Nondiscrimination in Employment and Services

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

20. Federal Law Requirements:

a. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

b. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

c. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

d. Age Discrimination in Employment Act (29 CFR Part 1625).

e. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

f. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

g. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

h. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

i. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

j. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

k. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

l. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

21. State Law Requirements:

a. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

b. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

c. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

d. No federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

22. Additional Contract Restrictions

a. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

b. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

23. Information Access for Individuals with Limited English Proficiency

a. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

b. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

III. PERFORMANCE STANDARDS/GOALS AND OBJECTIVES

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

PERFORMANCE STANDARDS

A. Timely Access to Care: Contractor shall track and document timely access data, including the date of initial contact, the date of first offered appointment, and the date of first actual appointment, in Avatar using the IPS episode.

1. For non-urgent requests, the first appointment shall occur no later than ten (10) days after the initial request for services.

2. For urgent requests, the first appointment shall occur no later than seventy-two (72) hours after the referral was received, if the Contractor has capacity to admit the client. If the Contractor does not have capacity to admit the client, the Contractor shall either refer the client to interim services or to another clinically and culturally appropriate provider with capacity.

3. For NTP/OTP and Residential Withdrawal Management, the first appointment shall occur within twenty-four (24) hours of the initial request for services.

B. Transitions Between Levels of Care: Both the admitting and discharging Contractors shall be responsible for facilitating the client's transition between levels of care, including assisting the client in scheduling their first appointment and ensuring a minimal delay between discharge and admission at the next level of care, providing or arranging for transportation as appropriate, and documenting the transition in the client's chart.

1. Transitions between levels of care shall occur within seven (7) calendar days from the time of the SUD Reassessment indicating the need for a different level of care.

2. At least fifty percent (50%) of clients discharged from Residential Treatment are subsequently admitted to another level of care (IOP, OP or Recovery Services) within seven (7) calendar days from the date of discharge.

3. At least seventy-five percent (75%) of clients discharged from Residential Withdrawal Management care are subsequently admitted to another level of care within seven (7) calendar days from the date of discharge.

4. At least thirty percent (30%) of clients discharged from Intensive Outpatient or Outpatient Treatment are subsequently admitted to another level of care (including Recovery Services) within seven (7) calendar days from the date of discharge.

C. Care Coordination: Contractor shall ensure 42 CFR compliant releases are in place for all clients in order to coordinate care. The Contractor shall screen for and link clients with mental health and primary care, as indicated.

1. One hundred percent (100%) of clients retained in treatment for at least thirty (30) days are screened for mental health and primary health care needs.

2. At least seventy percent (70%) of clients who screen positive for mental health disorders and were retained in treatment for at least thirty (30) days have documentation of referrals to and coordination with mental health providers.

3. At least eighty percent (80%) of clients who screen positive for primary health care needs and were retained in care for at least thirty (30) days have documentation of referrals to and/or coordination with primary care providers.

D. Medication Assisted Treatment: Contractor shall have procedures for referrals to and integration of medication assisted treatment for substance use disorders. Contractor staff shall regularly communicate with physicians of clients prescribed these medications unless the client refuses to sign a Release of Information.

1. One hundred percent (100%) of clients with a primary opioid or alcohol use disorder will be offered a referral for a MAT assessment and/or MAT services.

E. Culturally Competent Services: Contractor shall be responsible for providing culturally competent and linguistically appropriate services.

Translation and interpretation services shall be available to all clients, as needed and at no cost to the client.

1. One hundred percent (100%) of clients who speak a threshold language are provided services in their preferred language via a licensed, credentialed, or registered staff person, or a subcontracted interpreter service.

2. One hundred percent (100%) of clients who read a threshold language are provided written treatment materials in their preferred language, or a subcontracted translation service.

GOALS AND OBJECTIVES

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

GOAL: Program participants will achieve a successful treatment discharge.

OBJECTIVE: No less than eighty-five (85%) of participants will have a successful treatment discharge. Successful treatment discharge occurs when a program participant completes his/her treatment/recovery plan or is transferred for continued treatment.

*** END OF EXHIBIT A ***

EXHIBIT B – PAYMENTS AND RATES
SITIKE COUNSELING CENTER
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 ONE MILLION TWO HUNDRED FIFTY-FIVE THOUSAND EIGHT HUNDRED FORTY-FIVE DOLLARS ($1,255,845).

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

B. One Time 3- Month Advance Payment Option

i. Not later than May 7, 2025, Contractor may request in writing a one-time advance payment of up to three (3) months of the maximum obligation of this contract. These advance payments will be reconciled on or before November 2025 against the actual services provided for all services currently paid using fee for service methodology. This advance payment will be made in June 2025. All payments other than this advance payment will be made in arrears.

ii. In the event that the County makes any advance payment, Contractor agrees to refund any amounts in excess of the amount owed by the County or credit a portion of such advance payments to the County. Contractor is only entitled to payment for work pursuant to this Agreement.

iii. Within 30 days of November 30, 2025, Contractor must submit an invoice for amounts owed by the County or a refund to the County for any advance funds in excess of actual costs. In no event, however, shall County's annual fiscal obligation under this Agreement exceed the amounts noted in Exhibit B, Section C and Section D. Fiscal Year and Amount.

iv. Advance payments will only be made in FY 2025-26. There will be no advance payments in future years.

C. Drug MediCal Organized Delivery System SUD Treatment Services

1. Payments for Services Provided in FY 24-25

The County shall pay a maximum of FORTY-NINE THOUSAND FIVE HUNDRED DOLLARS ($49,500) for June 2025 services upon submission of invoice no later than May 7, 2025.

2. For FY 25-26

The maximum amount County shall be obligated to pay for DMC-ODS services shall not exceed FIVE HUNDRED FORTY-THREE THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS ($543,855). 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.

1. For FY 2026-2027

The maximum amount County shall be obligated to pay for DMC-ODS services shall not exceed FIVE HUNDRED SIXTY-TWO THOUSAND TWO HUNDRED TEN DOLLARS ($562,210).
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. INVOICING

a. Contractor shall submit monthly invoices for payment. Contractor will submit invoices on forms in a manner prescribed by the County.

b. 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.

c. 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.

d. 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.

e. 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.

3. REASONS FOR RECOUPMENT

a. In addition to the reconciliation process noted in 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.

b. Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:

i. Identification of Fraud, Waste or Abuse as defined in federal regulation.
ii. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).

iii. 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

iv. Overpayment to Contractor by County due to errors in claiming or documentation.

v. Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.

c. 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. Notification shall be emailed to the AOD reporting mailbox at HS_BHRS_AOD_Reporting@smcgov.org and cc BHRS Analyst. 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. ADDITIONAL FINANCIAL REQUIREMENTS

a. 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.

b. 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.

c. 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.

d. 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)].

5. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS

   a. 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.

      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.

7. Billing for DMC Services

   a. Contractor shall bill BHRS for services provided to Medi-Cal clients, covered under the DMC-ODS.

   b. Contractor must follow the process established under DHCS ADP Bulletin 11-01, for clients that have other healthcare coverage (OHC) in addition to Medi-Cal including future DHCS process updates for DMC claims for clients with OHC: http://www.dhcs.ca.gov/services/MH/MHSUD/Documents/ADP_Bulletins/ADP_11-01.pdf.

   c. Services covered through another healthcare provider shall not be reimbursed through the County. Contractor shall bill the other healthcare coverage for which the client is a member. If Contractor is not a member of the provider network for that healthcare coverage, Contractor shall then refer client to the healthcare provider network.

8. DMC-ODS Administrative Requirements

   a. Contractor may not use allocated DMC State General Funds to pay for any non-DMC services. In accordance with W&IC Sections 14132.44 and 14132.47, funds allocated to the Contractor for DMC services, including funding for alcohol and other drug services for pregnant and postpartum women pursuant to Title 22, Section 51341.1(c), may not be used as

match for targeted case management services or for MediCal Administrative Activities (MAA).

b. DMC rates are contingent upon legislative action of the annual State Budget and/or the approval of the DMC-ODS plan. All claims must be documented in accordance with DHCS DMC Provider Billing Manual, DMC rules, guidelines, timelines, and must be provided by staff who are lawfully authorized to provide, prescribe and/or order these services within the scope of their practice and/or licensure.

c. Contractor shall prepare and retain for DHCS review as needed the following forms: a) multiple billing overrider certification (MC 6700), document 2K; b) Good Cause Certification (6065A) document 2L(a); and Good Cause Certification (6065B) Document 2LB. In the absence of good cause documented on the GCC 6065 a or b form, claims that are not submitted within thirty (30) days of the end of the month of service will be denied.

d. The existence of good cause shall be determined by DHCS in accordance with Title 22, CCR, Sections 51008 and 51008.5.

e. DMC services are jointly funded by Federal Financial Participation (FFP) and matching State and local dollars. FFP is the Federal share of reimbursement for eligible services delivered to MediCal clients as defined by CCR Title 9, Section 1840.1000. Contractor will meet the FFP eligibility criteria.

D. Non-Drug MediCal SUD Treatment Services

1. Perinatal Certified Providers (SUBG– provider specific)

The maximum amount County shall be obligated to pay for childcare services shall not exceed ONE HUNDRED THOUSAND TWO HUNDRED EIGHTY DOLLARS ($100,280).

a. FY 2025-2026

The maximum amount County shall be obligated to pay for Perinatal Certified Provider services shall not exceed FIFTY THOUSAND ONE HUNDRED FORTY DOLLARS ($50,140).

b. FY 2026-2027

The maximum amount County shall be obligated to pay for Perinatal Certified Provider services shall not exceed FIFTY THOUSAND ONE HUNDRED FORTY DOLLARS ($50,140).

c. Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be reimbursed for services described in Section I.B.2 of Exhibit A. Unless otherwise authorized by the Chief of San Mateo County Health or designee, the monthly payment by County to Contractor for these services shall be one-twelfth (1/12) for those services FOUR THOUSAND ONE HUNDRED SEVENTY-EIGHT DOLLARS ($4,178).

d. 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.

e. Monthly payments for claimed services shall be based on cost incurred for providing childcare services per the following chart:

	Maximum Obligation for childcare services	Children Ratio 1:3 per day	Days of Operation M-F	Rate per day to operate childcare	Outreach events
FY 2025-2026		3 kids/per day	250 Days	$200	4

f. Unearned funding shall be returned to the County within 45 days of fiscal year end, unless otherwise authorized by the BHRS Director.

2. Non-Reimbursable Services

a. Deferred Entry of Judgment

Contractor shall remit monthly to the BHRS Program Analyst a five percent (5%) administrative fee of the gross revenues received, less

refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to Contractor for returned.

b. County Administrative Fee

Contractor will pay County an administrative fee to compensate County for costs incurred in discharging its statutory responsibility to monitor and oversee alcohol and drug programs. Rates for administrative fees assessed by County are approved by the DHCS. Contractor shall remit monthly to BHRS Analyst the following:

a) Administrative fees described hereinabove must be submitted monthly. All units of service reports are due monthly. Copies of all quarterly reports to the State, and State audit preparation packages, will be sent to the County at the same time they are sent to the State. In the event that submission is not postmarked by the twentieth 20th) day of the following month, a five percent (5%) penalty of the full, monthly administrative fee may be assessed by County. This five percent (5%) penalty may be added for each thirty (30) day period, or portion thereof, that the payments are outstanding. If the twentieth (20th) day of the month falls on a weekend or County holiday, the submission of fees must be postmarked by the next work day. All units of service reports are due monthly.

b) The administrative fees cover the cost of program oversight including contract maintenance and monitoring and other programmatic benefits provided by County. This fee may be revised during the contract period by the mutual agreement of Contractor and the Director of BHRS or designee.

E. County-Owned Facility

Contractor shall pay County for use of the premises as described in Exhibit A., Section I., D., County-Owned Facility Use Requirements. Said charges shall be automatically deducted from Contractor's monthly payments provided under Exhibit B, Section I. B. Fixed Rate Payments. This base shall be adjusted annually to reflect the proposed maintenance and operating costs of the premises to County.

1. FY 2025-2026

Contractor shall pay County SIX THOUSAND TWO HUNDRED FIFTEEN DOLLARS AND FORTY-THREE CENTS ($6,215.43) per

month, for a total of SEVENTY-FOUR THOUSAND FIVE HUNDRED EIGHTY DOLLARS ($74,585.17). This amount includes a ten percent (10%) surcharge and property insurance.

2. FY 2026-2027

Contractor shall pay County SIX THOUSAND TWO HUNDRED FIFTEEN DOLLARS AND FORTY-THREE CENTS ($6,215.43) per month, for a total of SEVENTY-FOUR THOUSAND FIVE HUNDRED EIGHTY DOLLARS ($74,585.17). This amount includes a ten percent (10%) surcharge and property insurance.

F. All Services

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

2. Modifications to the allocations in Section 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 3 of this Agreement.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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).

8. Contractor shall set and collect client fees from non-Medi-Cal members based on the client's ability to pay. The fee requirement shall not apply to prevention and early intervention services. Contractor shall identify in its annual cost report the types and amounts of revenues collected.

9. 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.

10. Adjustments may be made to the total of the Agreement and amounts may be withheld from payments otherwise due to the Contractor for nonperformance to the extent that nonperformance involves fraud, abuse, or failure to achieve the objectives of the provisions of Exhibit A.

11. 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.

12. 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 San Mateo County BHRS Quality Improvement Manager.

    Contractor shall maintain for review and audit and supply to County and/or DHCS upon request, adequate documentation of all expenses claimed pursuant to this Intergovernmental Agreement to permit a determination of expense allowability.

If the allowability or appropriateness of an expense cannot be determined by County or DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles and generally accepted governmental audit standards, all questionable costs may be disallowed by County or DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may be made for the amount substantiated and deemed allowable. Invoices, received from a Contractor and accepted and/or submitted for payment by County, shall not be deemed evidence of allowable Intergovernmental Agreement costs.

It is understood and agreed that failure by the County or Contractor to comply with applicable federal and state requirements in rendering covered services shall be sufficient cause for the State to deny payments to and/or recover payments from the County and/or terminate the Contractor from DMC program participation. If the State or the Department of Health Care Services (DHCS) disallows or denies payments for any claim, County shall repay to the State the federal Medicaid funds and/or State General Funds it received for all claims so disallowed or denied. The overpayment shall be recovered by any of the methods allowed in Title 22, CCR, Sections 51047(a) and (b).

Before such denial, recoupment, or disallowances are made, State shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor sixty (60) days to submit additional information before the proposed action is taken, as required in Title 22, CCR, Section 51047(a).

Reimbursement for covered services, other than NTP services, shall be limited to the lower of:

a. Contractor's usual and customary charges to the general public for the same or similar services;

b. Contractor's actual allowable costs.

13. Substance Use Prevention, Treatment, and Recovery Services Block Grant Funding

Contractor shall comply with the SUBG financial management standards contained in Title 45, CFR, Part 74, Sections 74.21(b)(1)

through (4) and (b)(7), and Part 96, Section 96.30.

Pursuant to 42 U.S.C. 300x-31, Contractor shall not use SUBG funds provided by the Intergovernmental Agreement on the following activities:

a. Provide inpatient services;

b. Make cash payment to intended recipients of health services;

c. Purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase major medical equipment;

d. Satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;

b. Provide financial assistance to any entity other than a public or nonprofit private entity;

c. Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of level I of the Executive Salary Schedule for the award year: see http://grants.nih.gov/grants/policy/salcap_summary.htm;

d. Purchase treatment services in penal or correctional institutions of this State of California; and

e. Supplant state funding of programs to prevent and treat substance abuse and related activities.

14. County May Withhold Payment

Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the BHRS Quality Improvement Manager. Contractor shall meet quarterly with County contract monitor, as designated by the BHRS Deputy Director, Adult and Older Adults, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.

15. 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.

16. Member Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the member or persons acting on behalf of the member 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 members 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 member with an emergency psychiatric condition.

17. Claims Certification and Program Integrity

a. 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.

b. 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 _____ "

c. The certification shall attest to the following for each member with services included in the claim:

i. An assessment of the member was conducted in compliance with the requirements established in this agreement.

ii. The member was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the member.

iii. The services included in the claim were actually provided to the member.

iv. Medical necessity was established for the member 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.

v. A client plan was developed and maintained for the member that met all client plan requirements established in this agreement.

vi. For each member 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.

vii. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

d. Except as provided in Paragraph V.A. 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.

18. Audit Requirements

All expenditures of County realignment funds, state and federal funds furnished to the Contractor are subject to audit by the State. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) 2 CFR 200 and/or any independent Contractor audits or reviews.

In addition to requirements below, Contractor shall be in compliance with federal Single Audit requirements as a designated sub-recipient of federal funding. Contractor agrees to amend this agreement during the contract term to add federal Uniform Guidance compliance requirements.

Objectives of audits may include, but not limited to, the following:

a. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;

b. To validate data reported by the Contractor for prospective

Intergovernmental Agreement negotiations;

c. To provide technical assistance in addressing current year activities and providing recommendation on internal controls, accounting procedures, financial records, and compliance with laws and regulations;

d. To determine the cost of services, net of related patient and participant fees, third- party payments, and other related revenues and funds;

e. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and State Agreement with the State requirements, and/or;

f. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation.

Unannounced visits may be made at the discretion of the State and/or County.

The refusal of the Contractor to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Agreement and will be sufficient basis to terminate the Agreement for cause or default.

County shall monitor the activities of Contractor to ensure that:

a. Contractor is complying with program requirements and achieving performance goals; and

b. Contractor is complying with fiscal requirements, such as having appropriate fiscal controls in place, and using awards for authorized purposes.

Contractor shall be responsible for any disallowance taken by the Federal Government, the State, or the California State Auditor, as a result of any audit exception that is related to the Contractor's responsibilities herein.

Pursuant to OMB Circular A-133, State may impose sanctions against the Contractor for not submitting single or program-specific

audit reports, or failure to comply with all other audit requirements. Should such sanctions be due to noncompliance by the Contractor, such sanctions will be passed on to the Contractor by the County. The sanctions may include:

a. Withholding a percentage of federal awards until the audit is completed satisfactorily;

b. Withhold or disallowing overhead costs;

c. Suspending federal awards until the audit is conducted; or

d. Terminating the federal award.

19. Drug Medi-Cal Financial Audit Requirements

In addition to the audit requirements, the State may also conduct financial audits of DMC programs, exclusive of NTP services, to accomplish any of, but not limited to, the following audit objectives:

a. To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations;

b. To ensure that only the cost of allowable DMC activities are included in reported costs;

c. To determine the provider's usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS- Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov for comparison to the DMC cost per unit;

d. To review documentation of units of service and determine the final number of approved units of service;

e. To determine the amount of clients' third-party revenue and MediCal share of cost to offset allowable DMC reimbursement; and

f. To compute final settlement based on the lower of actual allowable cost, the usual and customary charge, or the maximum allowance, in accordance with Title 22, Section 51516.1.

20. Contractor shall be responsible for any disallowances taken by the Federal Government, the State, or the Bureau of State Audits as a result of any audit exception that is related to its responsibilities. Contractor shall not use funds administered by the State to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds.

    Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to the State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the State within six (6) months from the date of the plan.

21. DMC Record Keeping

    Contractor shall maintain sufficient books, records, documents, and other evidence necessary for the State to audit Intergovernmental Agreement performance and Intergovernmental Agreement compliance. Contractor shall make these records available to the State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by Contractor are reasonable, allowable and allocated appropriately. All records must be capable of verification by qualified auditors.

    a. Contractor shall include in any Agreement with an audit firm a clause to permit access by the State to the working papers of the external independent auditor, and require that copies of the working papers shall be made for the State at its request.

    b. Contractor shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with the State. All records must be capable of verification by qualified auditors.

    c. Accounting records and supporting documents shall be retained for a ten (10) year period from the date the year-end cost settlement report was approved by the State for interim settlement. When an audit by the Federal Government, the State, or the California State Auditor has been started before the expiration of the ten (10) year period, the records shall be

retained until completion of the audit and final resolution of all issues that arise in the audit.

d. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.

e. Should Contractor discontinue its contractual agreement with the County, or cease to conduct business in its entirety, Contractor shall provide fiscal and program records for the Agreement period to the County. Records shall be provided in compliance with the State Administrative Manual (SAM), located at http://sam.dgs.ca.gov/TOC/1600.aspx.

The Contractor shall retain all records required by Welfare and Institutions Code section 14124.1, 42 CFR 433.32, and California Code of Regulations, Title 22, Section 51341.1 et seq. for reimbursement of services and financial audit purposes.

f. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

g. Contractor shall retain records of utilization review activities required for a minimum of ten (10) years.

In addition, Contractor shall, upon request, make available to the County and/or the State their fiscal and other records to assure that Contractor has adequate recordkeeping capability and to assure that reimbursement for covered DMC services is made in accordance with Title 22, CCR, Section 51516.1. These records include, but are not limited to, matters pertaining to:

- Provider ownership, organization, and operation;
- Fiscal, medical, and other recordkeeping systems;
- Federal income tax status;
- Asset acquisition, lease, sale, or other action;

- Franchise or management arrangements;
- Patient service charge schedules;
- Costs of operation;
- Cost allocation methodology;
- Amounts of income received by source and purpose; and
- Flow of funds and working capital.

22. Dispute Resolution Process

a. When a financial audit is conducted by the Federal Government, the State, or the California State Auditor directly with Contractor, and if the Contractor disagrees with audit disallowances related to its programs, claims or services, County shall, at the Contractor's request, request an appeal to the State. Contractor must file such an appeal of State audit findings with the County. The appeal must be in writing and sent to the County AOD Administrator within thirty (30) days of receipt of the audit findings.

b. When a financial audit is conducted by the County with Contractor, and if the Contractor disagrees with audit disallowances related to its programs, claims or services, the Contractor may file a written appeal by email or facsimile with the Director of Behavioral Health and Recovery Services. The appeal must be sent within thirty (30) days of receipt of the audit findings from the County.

The County will respond to an appeal within ten (10) business days of receiving it, and the County may, at its election, set up a meeting with the Contractor to discuss the concerns raised by the appeal. The decision of the County will be final. The appeal letter must be sent as follows:

Director, Behavioral Health and Recovery Services

*** END OF EXHIBIT B ***

Exhibit C: San Mateo County AOD CalAIM Outpatient Rates FY 2024-25

CalAIM Service Code	CalAIM Service Description	CPT / HCPCS Code	Time Associated with Code (Mins) for Purposes of Rate	MD	Physicians Assistant	Nurse Practitioner	RN	LVN	LPT	Psychologist / Pre-licensed Psychologist	LPCC / MFT / LCSW	Alcohol and Drug Counselor	Peer Support Specialist
		PROVIDER TYPE HOURLY RATE		$ 1,448.48	$ 649.63	$ 720.29	$ 588.35	$ 309.08	$ 264.97	$ 582.53	$ 376.97	$ 312.68	$ 297.80
AD101ODS_CA	AD101 ODS OP ASSESSMENT	H0001	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD101ODSPERI_CA	AD101 ODS PERI OP ASSESSMENT	H0001	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD102ODS_CA	AD102 ODS OP INDIVIDUAL COUNSELING	H0004	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09			$ 145.63	$ 94.24	$ 78.17	
AD102ODSPERI_CA	AD102 ODS PERI OP INDIVIDUAL COUNSELING	H0004	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09			$ 145.63	$ 94.24	$ 78.17	
AD103ODS_CA	AD103 ODS OP GROUP COUNSELING	H0005	15	$ 80.47	$ 36.09	$ 40.02	$ 32.69			$ 32.36	$ 20.94	$ 17.37	
AD103ODSPERI_CA	AD103 ODS PERI OP GROUP COUNSELING	H0005	15	$ 80.47	$ 36.09	$ 40.02	$ 32.69			$ 32.36	$ 20.94	$ 17.37	
AD104ODS_CA	AD104 ODS OP PATIENT EDUCATION INDIVIDUAL	H2027	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD104ODSPERI_CA	AD104 ODS PERI OP PATIENT EDUCATION IND	H2027	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD105ODS_CA	AD105 ODS OP PATIENT EDUCATION GROUP	H2014	15	$ 80.47	$ 36.09	$ 40.02	$ 32.69	$ 17.17	$ 14.72	$ 32.36	$ 20.94	$ 17.37	
AD105ODSPERI_CA	AD105 ODS PERI OP PATIENT EDUCATION GROUP	H2014	15	$ 80.47	$ 36.09	$ 40.02	$ 32.69	$ 17.17	$ 14.72	$ 32.36	$ 20.94	$ 17.37	
AD107ODS_CA	AD107 ODS OP CRISIS INTERVENTION	H0007	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD107ODSPERI_CA	AD107 ODS PERI OP CRISIS INTERVENTION	H0007	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD108ODS_CA	AD108 ODS OP TX PLANNING	H2014	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD108ODSPERI_CA	AD108 ODS PERI OP TX PLANNING	H2014	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD109ODS_CA	AD109 ODS OP DISCHARGE SERVICES	T1007	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD109ODSPERI_CA	AD109 ODS PERI OP DISCHARGE SERVICES	T1007	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD110ODS_CA	AD110 ODS OP FAMILY COUNSELING	T1006	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09			$ 145.63	$ 94.24	$ 78.17	
AD110ODSPERI_CA	AD110 ODS PERI OP FAMILY COUNSELING	T1006	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09			$ 145.63	$ 94.24	$ 78.17	
AD113ODSCM_CA	AD113 ODS OP CARE COORDINATION	T1017	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD113ODSPERICM_CA	AD113 ODS PERI OP CARE COORDINATION	T1017	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD1501ODS_CA	AD1501 ODS OP RS INDIVIDUAL COUNSELING	H2017	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD1502ODS_CA	AD1502 ODS OP RS GROUP COUNSELING	H2017	15	$ 80.47	$ 36.09	$ 40.02	$ 32.69	$ 17.17	$ 14.72	$ 32.36	$ 20.94	$ 17.37	
AD1504ODSRM_CA	AD1504 ODS OP RS RECOVERY MONITORING	H2015	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD1601ODS_CA	AD1601 ODS OP MAT (NON-NTP)	H0033	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24				
AD1601ODSPERI_CA	AD1601 ODS PERI OP MAT (NON-NTP)	H0033	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24				
AD175ODS_CA	AD175 ODS OP URINALYSIS TESTING	H0049	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD175ODSPERI_CA	AD175 ODS PERI OP URINALYSIS TESTING	H0049	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD199367CA	AD199367 OP MD CLIN CONSULT CLT/FAM NOT PRESENT 30+ MIN	99367	60	$ 1,448.48									
AD199367PERICA	AD199367 PERI OP MD CLIN CONSULT CLT/FAM NOT PRESENT 30+ MIN	99367	60	$ 1,448.48									
AD199368CA	AD199368 OP NON MD CLIN CONSULT CLT NOT PRESENT 30+ MIN	99368	60		$ 649.63	$ 720.29	$ 588.35			$ 582.53	$ 376.97		
AD199368PERICA	AD199368 PERI OP NON MD CLIN CONSULT CLT NOT PRESENT 30+ MIN	99368	60		$ 649.63	$ 720.29	$ 588.35			$ 582.53	$ 376.97		
AD1H0025CA	AD1H0025 OP PEER SUPPORT PREVENTION ED GROUP	H0025	15										$ 16.54
AD1H0025PERICA	AD1H0025 PERI OP PEER SUPPORT PREVENTION ED GROUP	H0025	15										$ 16.54
AD1H0038CA	AD1H0025 OP SUPPORT SELF HELP ENGAGE THEORY	H0038	15										$ 74.45
AD1H0038PERICA	AD1H0025 PERI OP PEER SUPPORT SELF HELP ENGAGE THEORY	H0038	15										$ 74.45

Updated
9/25/24

Exhibit C: San Mateo County AOD CalAIM Outpatient Rates FY 2024-25

CalAIM Service Code	CalAIM Service Description	CPT / HCPCS Code	Time Associated with Code (Mins) for Purposes of Rate	MD	Physicians Assistant	Nurse Practitioner	RN	LVN	LPT	Psychologist / Pre-licensed Psychologist	LPCC / MFT / LCSW	Alcohol and Drug Counselor	Peer Support Specialist
		PROVIDER TYPE HOURLY RATE		$ 1,448.48	$ 649.63	$ 720.29	$ 588.35	$ 309.08	$ 264.97	$ 582.53	$ 376.97	$ 312.68	$ 297.80
AD1H0050CA	AD1H0050 OP CONTINGENCY MANAGEMENT	H0050	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	$ 74.45
AD1H0050PERICA	AD1H0050 PERI OP CONTINGENCY MANAGEMENT	H0050	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	$ 74.45
AD201ODS_CA	AD201 ODS IOP ASSESSMENT	H0001	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD201ODSPERI_CA	AD201 ODS PERI IOP ASSESSMENT	H0001	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD202ODS_CA	AD202 ODS IOP INDIVIDUAL COUNSELING	H0004	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09			$ 145.63	$ 94.24	$ 78.17	
AD202ODSPERI_CA	AD202 ODS PERI IOP INDIVIDUAL COUNSELING	H0004	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09			$ 145.63	$ 94.24	$ 78.17	
AD203ODS_CA	AD203 ODS IOP GROUP COUNSELING	H0005	15	$ 80.47	$ 36.09	$ 40.02	$ 32.69			$ 32.36	$ 20.94	$ 17.37	
AD203ODSPERI_CA	AD203 ODS PERI IOP GROUP COUNSELING	H0005	15	$ 80.47	$ 36.09	$ 40.02	$ 32.69			$ 32.36	$ 20.94	$ 17.37	
AD204ODS_CA	AD204 ODS IOP PATIENT EDUCATION IND	H2027	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD204ODSPERI_CA	AD204 ODS PERI IOP PATIENT EDUCATION IND	H2027	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD205ODS_CA	AD205 ODS IOP PATIENT EDUCATION GROUP	H2014	15	$ 80.47	$ 36.09	$ 40.02	$ 32.69	$ 17.17	$ 14.72	$ 32.36	$ 20.94	$ 17.37	
AD205ODSPERI_CA	AD205 ODS PERI IOP PATIENT EDUCATION GROUP	H2014	15	$ 80.47	$ 36.09	$ 40.02	$ 32.69	$ 17.17	$ 14.72	$ 32.36	$ 20.94	$ 17.37	
AD207ODS_CA	AD207 ODS IOP CRISIS INTERVENTION	H0007	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD207ODSPERI_CA	AD207 ODS PERI IOP CRISIS INTERVENTION	H0007	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD208ODS_CA	AD208 ODS IOP TX PLANNING	H2014	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD208ODSPERI_CA	AD208 ODS PERI IOP TX PLANNING	H2014	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD209ODS_CA	AD209 ODS IOP DISCHARGE SERVICES	T1007	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD209ODSPERI_CA	AD209 ODS PERI IOP DISCHARGE SERVICES	T1007	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD210ODS_CA	AD210 ODS IOP FAMILY COUNSELING	T1006	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09			$ 145.63	$ 94.24	$ 78.17	
AD210ODSPERI_CA	AD210 ODS PERI IOP FAMILY COUNSELING	T1006	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09			$ 145.63	$ 94.24	$ 78.17	
AD213ODSCM_CA	AD213 ODS IOP CARE COORDINATION	T1017	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD213ODSPERICM_CA	AD213 ODS IOP PERI CARE COORDINATION	T1017	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD2501ODS_CA	AD2501 ODS IOP RS INDIVIDUAL COUNSELING	H2017	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD2502ODS_CA	AD2502 ODS IOP RS GROUP COUNSELING	H2017	15	$ 80.47	$ 36.09	$ 40.02	$ 32.69	$ 17.17	$ 14.72	$ 32.36	$ 20.94	$ 17.37	
AD2504ODSRM_CA	AD2504 ODS IOP RS RECOVERY MONITORING	H2015	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD2601ODS_CA	AD2601 ODS IOP MAT (NON-NTP)	H0033	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24				
AD2601ODSPERI_CA	AD2601 ODS IOP PERI MAT (NON-NTP)	H0033	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24				
AD275ODS_CA	AD275 ODS IOP URINALYSIS TESTING	H0049	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD275ODSPERICA	AD275 ODS PERI IOP URINALYSIS TESTING	H0049	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD299367CA	AD299367 IOP MD CLIN CONSULT CLT/FAM NOT PRESENT 30+ MIN	99367	60	$ 1,448.48									
AD299367PERICA	AD299367 IOP PERI MD CLIN CONSULT CLT/FAM NOT PRESENT 30+ MIN	99367	60	$ 1,448.48									
AD299368CA	AD299368 IOP NON MD CLIN CONSULT CLT NOT PRESENT 30+ MIN	99368	60		$ 649.63	$ 720.29	$ 588.35			$ 582.53	$ 376.97		
AD299368PERICA	AD299368 IOP PERI NON MD CLIN CONSULT CLT NOT PRESENT 30+ MIN	99368	60		$ 649.63	$ 720.29	$ 588.35			$ 582.53	$ 376.97		
AD2H0025CA	AD2H0025 IOP PEER SUPPORT PREVENTION ED GROUP	H0025	15										$ 16.54

Updated
9/25/24

Exhibit C: San Mateo County AOD CalAIM Outpatient Rates FY 2024-25

CalAIM Service Code	CalAIM Service Description	CPT / HCPCS Code	Time Associated with Code (Mins) for Purposes of Rate	MD	Physicians Assistant	Nurse Practitioner	RN	LVN	LPT	Psychologist / Pre-licensed Psychologist	LPCC / MFT / LCSW	Alcohol and Drug Counselor	Peer Support Specialist
		PROVIDER TYPE HOURLY RATE		$ 1,448.48	$ 649.63	$ 720.29	$ 588.35	$ 309.08	$ 264.97	$ 582.53	$ 376.97	$ 312.68	$ 297.80
AD2H0025PERICA	AD2H0025 PERI IOP PEER SUPPORT PREVENTION ED GROUP	H0025	15										$ 16.54
AD2H0038CA	AD2H0025 IOP PEER SUPPORT SELF HELP ENGAGE THEORY	H0038	15										$ 74.45
AD2H0038PERICA	AD2H0025 PERI IOP PEER SUPPORT SELF HELP ENGAGE THEORY	H0038	15										$ 74.45
AD2H0050CA	AD2H0050 IOP CONTINGENCY MANAGEMENT	H0050	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	$ 74.45
AD2H0050PERICA	AD2H0050 IOP PERI CONTINGENCY MANAGEMENT	H0050	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	$ 74.45
AD3113ODSCM_CA	AD3113 ODS 3.1 CARE COORDINATION	T1017	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD3113ODSPERICM_CA	AD3113 ODS 3.1 PERI CARE COORDINATION	T1017	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD31501ODS_CA	AD31501 ODS 3.1 RS INDIVIDUAL COUNSELING	H2017	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD31502ODS_CA	AD31502 ODS 3.1 RS GROUP COUNSELING	H2017	15	$ 80.47	$ 36.09	$ 40.02	$ 32.69	$ 17.17	$ 14.72	$ 32.36	$ 20.94	$ 17.37	
AD31504ODSRM_CA	AD31504 ODS 3.1 RS RECOVERY MONITORING	H2015	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD31601ODS_CA	AD31601 ODS 3.1 MAT RES	H0033	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24				
AD31601ODSPERI_CA	AD31601 ODS 3.1 PERI MAT RES	H0033	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24				
AD3199367CA	AD3199367 3.1 MD CLIN CONSULT CLT/FAM NOT PRESENT 30+ MIN	99367	60	$ 1,448.48									
AD3199367PERICA	AD3199367 3.1 PERI MD CLIN CONSULT CLT/FAM NOT PRESENT 30+ MIN	99367	60	$ 1,448.48									
AD3199368CA	AD3199368 3.1 NON MD CLIN CONSULT CLT NOT PRESENT 30+ MIN	99368	60		$ 649.63	$ 720.29	$ 588.35			$ 582.53	$ 376.97		
AD3199368PERICA	AD3199368 3.1 PERI NON MD CLIN CONSULT CLT NOT PRESENT 30+ MIN	99368	60		$ 649.63	$ 720.29	$ 588.35			$ 582.53	$ 376.97		
AD31H0025CA	AD31H0025 3.1 PEER SUPPORT PREVENTION ED GROUP	H0025	15										$ 16.54
AD31H0025PERICA	AD31H0025 3.1 PERI PEER SUPPORT PREVENTION ED GROUP	H0025	15										$ 16.54
AD31H0038CA	AD31H0025 3.1 PEER SUPPORT SELF HELP ENGAGE THEORY	H0038	15										$ 74.45
AD31H0038PERICA	AD31H0025 3.1 PERI PEER SUPPORT SELF HELP ENGAGE THEORY	H0038	15										$ 74.45
AD3213ODSCM_CA	AD3213 ODS 3.2 CARE COORDINATION	T1017	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD3213ODSPERICM_CA	AD3213 ODS 3.2 PERI CARE COORDINATION	T1017	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD32601ODS_CA	AD32601 ODS 3.2 MAT (NON-NTP)	H0033	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24				
AD32601ODSPERI_CA	AD32601 ODS 3.2 PERI MAT (NON-NTP)	H0033	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24				
AD3299367CA	AD3299367 3.2 MD CLIN CONSULT CLT/FAM NOT PRESENT 30+ MIN	99367	60	$ 1,448.48									

Updated
9/25/24

Exhibit C1: San Mateo County AOD CalAIM Outpatient Rates FY 2024-25

CalAIM Service Code	CalAIM Service Description	CPT / HCPCS Code	Time Associated with Code (Mins) for Purposes of Rate	MD	Physicians Assistant	Nurse Practitioner	RN	LVN	LPT	Psychologist / Pre-licensed Psychologist	LPCC / MFT / LCSW	Alcohol and Drug Counselor	Peer Support Specialist
		PROVIDER TYPE HOURLY RATE		$ 1,448.48	$ 649.63	$ 720.29	$ 588.35	$ 309.08	$ 264.97	$ 582.53	$ 376.97	$ 312.68	$ 297.80
AD3299367PERICA	AD3299367 3.2 PERI MD CLIN CONSULT CLT/FAM NOT PRESENT 30+ MIN	99367	60	$ 1,448.48									
AD3299368CA	AD3299368 3.2 NON MD CLIN CONSULT CLT NOT PRESENT 30+ MIN	99368	60		$ 649.63	$ 720.29	$ 588.35			$ 582.53	$ 376.97		
AD3299368PERICA	AD3299368 3.2 PERI NON MD CLIN CONSULT CLT NOT PRESENT 30+ MIN	99368	60		$ 649.63	$ 720.29	$ 588.35			$ 582.53	$ 376.97		
AD32H0025CA	AD32H0025 3.2 PEER SUPPORT PREVENTION ED GROUP	H0025	15										$ 16.54
AD32H0025PERICA	AD32H0025 3.2 PERI PEER SUPPORT PREVENTION ED GROUP	H0025	15										$ 16.54
AD32H0038CA	AD32H0025 3.2 PEER SUPPORT SELF HELP ENGAGE THEORY	H0038	15										$ 74.45
AD32H0038PERICA	AD32H0025 3.2 PERI PEER SUPPORT SELF HELP ENGAGE THEORY	H0038	15										$ 74.45
AD3313ODSCM_CA	AD3313 ODS 3.3 CARE COORDINATION	T1017	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD3313ODSPERICM_CA	AD3313 ODS 3.3 PERI CARE COORDINATION	T1017	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD33601ODS_CA	AD33601 ODS 3.3 MAT (NON-NTP)	H0033	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24				
AD3399367CA	AD3399367 3.3 MD CLIN CONSULT CLT/FAM NOT PRESENT 30+ MIN	99367	60	$ 1,448.48									
AD3399367PERICA	AD3399367 3.3 PERI MD CLIN CONSULT CLT/FAM NOT PRESENT 30+ MIN	99367	60	$ 1,448.48									
AD3399368CA	AD3399368 3.3 NON MD CLIN CONSULT CLT NOT PRESENT 30+ MIN	99368	60		$ 649.63	$ 720.29	$ 588.35			$ 582.53	$ 376.97		
AD3399368PERICA	AD3399368 3.3 PERI NON MD CLIN CONSULT CLT NOT PRESENT 30+ MIN	99368	60		$ 649.63	$ 720.29	$ 588.35			$ 582.53	$ 376.97		
AD33H0025CA	AD33H0025 3.3 PEER SUPPORT PREVENTION ED GROUP	H0025	15										$ 16.54
AD33H0025PERICA	AD33H0025 3.3 PERI PEER SUPPORT PREVENTION ED GROUP	H0025	15										$ 16.54
AD33H0038CA	AD33H0025 3.3 PEER SUPPORT SELF HELP ENGAGE THEORY	H0038	15										$ 74.45
AD33H0038PERICA	AD33H0025 3.3 PERI PEER SUPPORT SELF HELP ENGAGE THEORY	H0038	15										$ 74.45
AD3513ODSCM_CA	AD3513 ODS 3.5 CARE COORDINATION	T1017	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD3513ODSPERICM_CA	AD3513 ODS 3.5 PERI CARE COORDINATION	T1017	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD35601ODS_CA	AD35601 ODS 3.5 MAT RES	H0033	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24				
AD35601ODSPERI_CA	AD35601 ODS PERI 3.5 MAT RES	H0033	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24				
AD3599367CA	AD3599367 3.5 MD CLIN CONSULT CLT/FAM NOT PRESENT 30+ MIN	99367	60	$ 1,448.48									
AD3599367PERICA	AD3599367 3.5 PERI MD CLIN CONSULT CLT/FAM NOT PRESENT 30+ MIN	99367	60	$ 1,448.48									
AD3599368CA	AD3599368 3.5 NON MD CLIN CONSULT CLT NOT PRESENT 30+ MIN	99368	60		$ 649.63	$ 720.29	$ 588.35			$ 582.53	$ 376.97		

Updated
9/25/24

Exhibit C1: San Mateo County AOD CalAIM Outpatient Rates FY 2024-25

CalAIM Service Code	CalAIM Service Description	CPT / HCPCS Code	Time Associated with Code (Mins) for Purposes of Rate	MD	Physicians Assistant	Nurse Practitioner	RN	LVN	LPT	Psychologist / Pre-licensed Psychologist	LPCC / MFT / LCSW	Alcohol and Drug Counselor	Peer Support Specialist
		PROVIDER TYPE HOURLY RATE		$ 1,448.48	$ 649.63	$ 720.29	$ 588.35	$ 309.08	$ 264.97	$ 582.53	$ 376.97	$ 312.68	$ 297.80
AD3599368PERICA	AD3599368 3.5 PERI NON MD CLIN CONSULT CLT NOT PRESENT 30+ MIN	99368	60		$ 649.63	$ 720.29	$ 588.35			$ 582.53	$ 376.97		
AD35H0025CA	AD35H0025 3.5 PEER SUPPORT PREVENTION ED GROUP	H0025	15										$ 16.54
AD35H0025PERICA	AD35H0025 3.5 PERI PEER SUPPORT PREVENTION ED GROUP	H0025	15										$ 16.54
AD35H0038CA	AD35H0025 3.5 PEER SUPPORT SELF HELP ENGAGE THEORY	H0038	15										$ 74.45
AD35H0038PERICA	AD35H0025 3.5 PERI PEER SUPPORT SELF HELP ENGAGE THEORY	H0038	15										$ 74.45
AD402ODS_CA	AD402 ODS NTP INDIVIDUAL COUNSELING	H0004	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09			$ 145.63	$ 94.24	$ 78.17	
AD402ODSPERI_CA	AD402 ODS NTP PERI INDIVIDUAL COUNSELING	H0004	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09			$ 145.63	$ 94.24	$ 78.17	
AD403ODS_CA	AD403 ODS NTP GROUP COUNSELING	H0005	15	$ 80.47	$ 36.09	$ 40.02	$ 32.69			$ 32.36	$ 20.94	$ 17.37	
AD403ODSPERI_CA	AD403 ODS NTP PERI GROUP COUNSELING	H0005	15	$ 80.47	$ 36.09	$ 40.02	$ 32.69			$ 32.36	$ 20.94	$ 17.37	
AD413ODSCMCA	AD413 ODS NTP CARE COORDINATION	T1017	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD413ODSPERICMCA	AD413 ODS NTP PERI CARE COORDINATION	T1017	15	$ 362.12	$ 162.41	$ 180.07	$ 147.09	$ 77.27	$ 66.24	$ 145.63	$ 94.24	$ 78.17	
AD499367CA	AD499367 NTP MD CLIN CONSULT CLT/FAM NOT PRESENT 30+ MIN	99367	60	$ 1,448.48									
AD499367PERICA	AD499367 NTP PERI MD CLIN CONSULT CLT/FAM NOT PRESENT 30+ MIN	99367	60	$ 1,448.48									
AD499368CA	AD499368 NTP NON MD CLIN CONSULT CLT NOT PRESENT 30+ MIN	99368	60		$ 649.63	$ 720.29	$ 588.35			$ 582.53	$ 376.97		
AD499368PERICA	AD499368 NTP PERI NON MD CLIN CONSULT CLT NOT PRESENT 30+ MIN	99368	60		$ 649.63	$ 720.29	$ 588.35			$ 582.53	$ 376.97		
AD4H0025CA	AD4H0025 NTP PEER SUPPORT PREVENTION ED GROUP	H0025	15										$ 16.54
AD4H0025PERICA	AD4H0025 NTP PERI PEER SUPPORT PREVENTION ED GROUP	H0025	15										$ 16.54
AD4H0038CA	AD4H0025 NTP PEER SUPPORT SELF HELP ENGAGE THEORY	H0038	15										$ 74.45
AD4H0038PERICA	AD4H0025 NTP PERI PEER SUPPORT SELF HELP ENGAGE THEORY	H0038	15										$ 74.45

Updated
9/25/24

SCHEDULE D
OF THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SITIKE COUNSELING CENTER

LICENSE FOR USE OF REAL PROPERTY

BETWEEN

COUNTY OF SAN MATEO

AND

SITIKE COUNSELING CENTER

GRANTING A REVOCABLE LICENSE FOR THE USE OF

306 SPRUCE AVENUE
SOUTH SAN FRACISCO, CALIFORNIA

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SCHEDULE D

REVOCABLE LICENSE TO ENTER AND USE REAL PROPERTY BY AND BETWEEN THE COUNTY OF SAN MATEO AND SITIKE COUNSELING CENTER

THIS REVOCABLE LICENSE TO ENTER AND USE REAL PROPERTY (this "License"), dated for reference purposes only as of July 1, 2021, is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Licensor"), and SITIKE COUNSELING CENTER, a California non-profit ("Licensee" or "Contractor").

RECITALS

This License is made with reference to the following facts:

a. County and Contractor are parties to that certain agreement for professional services to which this License is attached as Schedule D, and which is titled *Agreement Between the County of San Mateo and Sitike Counseling Center* and dated for reference purposes only as of July 1, 2021, (the "Agreement"). This License is incorporated as part of the Agreement and sets forth the rights and obligations of the parties in relation to the use of certain real property, which use is necessary for the performance of the Agreement;

b. Contractor has occupied the first floor of the Building (as defined herein) since 1996 pursuant to a Lease Agreement with the prior fee owner of the Building;

c. On January 23, 2018, County became the owner of record of the Building;

d. County and Contractor desire that Contractor continue to occupy the Premises (as defined herein) in connection with its delivery of services pursuant to the Agreement and desire to enter into this License to permit said occupancy; and

b. Licensee's use and occupancy of the Premises as set forth in Section 5, hereof, shall be on the terms and conditions set forth herein.

AGREEMENT

Therefore, for good and valuable consideration as set forth herein and in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the County grants to Licensee and Licensee accepts from the County the revocable rights set forth in this License.

1. Basic License Information

The following is a summary of basic license information (the "Basic License Information"). Each item below shall be deemed to incorporate all of the terms in this License pertaining to such item. In the event of any conflict between the information in this Section 1 and any more specific provision of this License, the more specific provision shall control.

License Reference Date:	July 1, 2021
Licensor:	COUNTY OF SAN MATEO
Licensee:	SITIKE COUNSELING CENTER

Building (Section 2.1):	That certain building commonly known as 306 Spruce Avenue in South San Francisco, California (the "Building").
Premises (Section 2.1):	The entire first floor of the Building. All of that certain real property identified as San Mateo County Assessor's Parcel Number 012-302-140 (the "Premises").
Term (Section 3.1): Commencement date:	The date on which the Agreement is duly executed
Expiration date:	Upon termination of the Agreement or as otherwise set forth herein.
Base Fee (Section 4.1):	Consideration for the use of the Premises as detailed herein is included in the terms of the Agreement. Additional Charges and other amounts due from Licensee shall be referred to herein as Fee.
Use (Section 5.1):	Licensee shall use the Premises solely for the purpose of providing professional services as set forth in the Agreement, and for no other purpose without the prior expressed written consent of Licensor.
Licensee Improvements: (Section 7.1)	None
Utilities and Services (Section 10.1):	Provided by the Licensee at its sole cost and expense.
Security	Licensee shall be solely responsible for the security of the Premises.
Notice Address of County (Section 27.1):	County of San Mateo Real Property Division 555 County Center, 4th Floor Redwood City, California 94063
Telephone No.:	(650) 363-4047
Notice Address for Licensee (Section 26.1):	Keri Kirby Sitike Counseling Center 306 Spruce Avenue South San Francisco, CA 94080 Fax No.: (650) 589-9330
Key Contact for Licensee:	Keri Kirby
Telephone No.:	650-589-9305
Email Address:	kkirby@sitike.org
Brokers (Section 26.8):	None

2. PREMISES; AS IS CONDITION

2.1. License Premises. County confers to Licensee a revocable, personal, unassignable, non-exclusive and non-possessory privilege to enter upon and use the Premises identified in the Basic License Information and shown on Exhibit 1 attached, for the limited purposes provided in Section 5 below and subject to the terms, conditions and restrictions set forth herein. This License gives Licensee a license only, revocable at any time at the will of County, and notwithstanding anything to the contrary herein, this License does not constitute a grant by County to Contractor of any ownership, leasehold, easement or other property interest or estate whatsoever in the Premises, or any portion thereof. The Premises, including the land upon which the Building is located and all other improvements on and appurtenances to such land are referred to collectively as the "Property."

2.2. As Is Condition. LICENSEE ACKNOWLEDGES AND AGREES THAT THE PREMISES ARE BEING LICENSED AND ACCEPTED IN THEIR "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND SUBJECT TO ALL APPLICABLE LAWS, RULES AND ORDINANCES GOVERNING THEIR USE, OCCUPANCY AND POSSESSION. LICENSEE REPRESENTS AND WARRANTS TO COUNTY THAT LICENSEE HAS INVESTIGATED AND INSPECTED, EITHER INDEPENDENTLY OR THROUGH AGENTS OF LICENSEE'S OWN CHOOSING, THE CONDITION OF THE PREMISES AND THE SUITABILITY OF THE PREMISES FOR LICENSEE'S INTENDED USE. LICENSEE HAS DETERMINED, BASED SOLELY ON ITS OWN INVESTIGATION, THAT THE PREMISES ARE SUITABLE FOR LICENSEE'S BUSINESS AND INTENDED USE.

3. TERM

3.1 License Term. The privilege granted to Licensee pursuant to this License is temporary only and for a term (the “Term”) that shall commence on the Commencement Date , and shall expire upon termination of the Agreement unless earlier terminated under this License. Without limiting any of its rights hereunder, County may at its sole option freely revoke this License at any time, without cause and without any obligation to pay any consideration to Licensee. County shall deliver the Premises to Licensee on the Commencement Date in its then existing “as-is” condition as further provided above, with no alterations being made by County.

3.2 Confirmation of Commencement Date. The dates on which the Term commences and terminates pursuant hereto are referred to respectively as the "Commencement Date" and the "Expiration Date."

4. FEE

4.1 Fee. This License is granted in consideration of the professional services required to be provided by Licensee under the terms of the Agreement. Throughout the Term, beginning on the Commencement Date, Licensee shall pay all financial obligations set forth in this License ("Additional Charges") as such obligations become due. As used in this License, the term "Fee" shall include the Additional Charges and any other amounts Licensee is obligated to pay hereunder, whether or not any such amounts are specifically characterized as a fee.

4.2 Default Interest. Any Fee due to Licensor, if not paid within five (5) days following the due date, shall bear interest from the due date until paid at the rate of ten percent (10%) per year or, if a higher rate is legally permissible, at the highest rate an individual is permitted to charge under the law. However, interest shall not be payable on late charges incurred by Licensee nor on any amounts on which late charges are paid by Licensee to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest shall not excuse or cure any default by Licensee.

5. USE

5.1 Permitted Use. Licensee shall use and continuously occupy the Premises during the Term solely for the purposes set forth in the Agreement as necessary to meet its obligations under the Agreement and for no other purpose.

5.2 No Unlawful Uses, Nuisances or Waste. Without limiting the foregoing, Licensee shall not use, occupy or permit the use or occupancy of any of the Premises in any unlawful manner or for any illegal purpose, or permit any offensive, noisy or hazardous use or any waste on or about the Premises. Licensee shall take all precautions to eliminate any nuisances or hazards relating to its activities on or about the Premises. Licensee shall not conduct any business, place any sales display, or advertise in any manner in areas outside the Premises or on or about the Property.

6. NOT USED

7. ALTERATIONS

7.1 Licensee's Alterations. Licensee shall not make or permit any alterations to the Premises, Building, or to the heating, ventilating, air conditioning, plumbing, electrical, fire protection, life safety, security and other mechanical, electrical, communications systems in the Building or on the Premises ("Building Systems"), and shall not make or permit any alterations, installations, additions or improvements, structural or otherwise (collectively, "Alterations"), in, on or about the Premises, without County's prior written consent in each and every instance. All Alterations shall be done in accordance with plans and specifications approved by County, only by duly licensed and bonded contractors or mechanics approved by County, and subject to any conditions that County may reasonably impose. Prior to commencing any alterations to the Building or Premises, Licensee shall obtain any and all approvals and permits from all governmental and regulatory agencies having jurisdiction over the Premises.

7.2 Title to Improvements. Except for Licensee's Personal Property (as described in the next section), or as may be specifically provided for by County in writing to the contrary in approved Plans, all appurtenances, fixtures, improvements, equipment, additions, and other property attached or affixed to or installed in the Premises as of the Commencement Date or during the Term, including, without limitation, any Alterations shall, at County’s sole discretion, remain County's property or be removed at the termination of this License. Licensee may not remove any such property at any time during or after the Term unless County so requests as further provided in Section 23 [Surrender of Premises], below.

7.3 Licensee's Personal Property. All furniture, trade fixtures, office equipment and articles of movable personal property installed in the Premises by or for the Licensee, at Licensee’s sole cost and effort, and that can be removed without structural or other damage to the Premises (collectively, "Licensee's Personal Property") shall be and remain Licensee's property. Licensee may remove its Personal Property at any time during the Term, subject to the provisions of Section 23 [Surrender of Premises], below. Licensee shall pay any taxes or other impositions levied or assessed upon Licensee's Personal Property, at least ten (10) days prior to delinquency, and shall deliver satisfactory evidence of such payment to County upon request.

7.4 County's Personal Property. Licensee may use County's personal property itemized in Schedule H to the Agreement in connection with providing services required by the Agreement. Licensee shall be responsible for the maintenance, repair, and replacement of said personal property. Upon termination or expiration of this License, Licensee shall return to County said personal property in good condition, reasonable wear and tear excepted. Any County personal property that is damaged beyond reasonable wear and tear shall be repaired or replaced in accordance with Section 8.2 herein.

7.5 County's Alterations of the Building and Building Systems. County reserves the right at any time to make alterations, additions, repairs, deletions or improvements to the common areas or any other part of the Building or the Building Systems, provided that any such alterations or additions shall not permanently materially adversely affect the functional utilization of the Premises for the Permitted Use set forth in Section 5 herein.

8. REPAIRS AND MAINTENANCE

8.1 County's Repairs. Except for damage arising from the willful or negligent act of Licensee, or any of Licensee's Agents or Invitees, County shall, at its cost and effort, repair and maintain the structural portions of the Premises, including the Building Systems and the common areas; provided, however, Licensee shall reimburse County for any damage, excluding normal wear and tear, caused by any act or omission of Licensee, its Agents or Invitees. For the purpose of making any such repairs, County may stage structures and supplies in the Premises where reasonably required by the character of the work to be performed, provided that such work shall not block the main entrance to the parking lot or Building nor unreasonably interfere with Licensee's business. Licensee waives any claim for damages for any injury or inconvenience to or interference with Licensee's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned thereby. County will maintain the Building in a manner that will reasonably minimize breakdowns and loss of use of the Premises by Licensee as a result of deferred or inadequate maintenance. The County specifically agrees, during the Term of this License, to provide the following repairs, maintenance and services:

(a) landscaping;

(b) carpentry, plumbing, and electrical services;

(c) maintenance of boilers, radiators, sump pumps, domestic water tanks, hot water tanks, heating and cooling, locks, and all related building systems and equipment;

(d) maintenance of parking lot and exterior grounds;

(e) maintenance of storm drains, culverts and sanitary sewers;

(f) maintenance of fire and smoke detection systems;

(g) maintenance of window frames and walls (excluding glass and doors), roof, gutters and downspouts;

(h) painting of interior and exterior portions of the Premises, as such is determined, in the sole discretion of the County, to be necessary, provided that touch-ups and phasing of such work shall be at the sole election of the County.

(i) Licensee shall report in writing in a timely manner to the Director of the Alcohol and Other Drugs Division, with a copy to the Director of Public Works, any need for repair and maintenance services called for herein, and failure to do so will relieve the County of any liability for failure to make such repairs or provide such maintenance services. Decisions regarding the scheduling of maintenance, repair and replacement as set forth herein shall otherwise be at the sole discretion of the Director of Public Works.

8.2 Licensee's Repairs. Except as provided hereinabove, Licensee shall, at its sole cost and effort, maintain the Premises in good repair and working order and in a clean, secure, safe and sanitary condition. Licensee shall maintain, without limitation, all of County's personal property, signs, plate glass, windows, floors, built-in furniture, fixtures, equipment and furnishings as part of the Premises, and shall at all times maintain Licensee's personal property in the Premises in good condition and repair. Licensee shall promptly make all required repairs and replacements: (a) at its sole expense, (b) through the County per the terms of the Agreement or by licensed contractors or qualified mechanics approved by County, (c) so that the repaired item(s) shall be at least equal in quality, value and utility to the original work or installation, (d) in a manner and using equipment and materials that will not interfere with or impair the operations, use or occupation of the Premises or the Building Systems, and (e) in accordance with all applicable laws, rules and regulations. Licensee hereby waives all rights to make repairs at County's expense under Sections 1941 and 1942 of the California Civil Code or under any similar law, statute or ordinance now or hereafter in effect.

9. LIENS AND ENCUMBRANCES

9.1 Liens. Licensee shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by or for Licensee. In the event Licensee does not, within five (5) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, County shall have, in addition to all other remedies, the right, but not the obligation, to cause the lien to be released by such means as it shall deem proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid by County and all expenses incurred by it in connection therewith (including, without limitation, reasonable attorneys' fees) shall be payable to County by Licensee upon demand. County shall have the right to post on the Premises any notices that County may deem proper for the protection of County, the Premises, and the Building, from mechanics' and materialmen's liens. Licensee shall give to County at least fifteen (15) days' prior written notice of commencement of any repair or construction on the Premises.

9.2 Encumbrances. Licensee shall not create, permit or suffer any liens or encumbrances affecting any portion of the Premises, the Property or County's interest therein or under this License.

10. UTILITIES AND SERVICES

10.1 Utilities and Services. Licensee shall, at its sole cost, make arrangements for service and provide all utilities and services to the Premises including, without limitation, gas, electricity, water, sewer, telephone service, janitorial service, pest control, trash collection, and all connection charges. If the County allows the use of any part of the Building by an occupant other than Licensee, County and Licensee shall agree on an equitable reimbursement to Licensee of the cost of such Utilities and Services. Such reimbursement shall be computed based on the ratio of the floor area of the Building occupied by others as compared to the total floor area of the Building.

10.2 Mandatory or Voluntary Restrictions. In the event any law, ordinance, code or governmental or regulatory guideline imposes mandatory or voluntary controls on County or the Premises or any part thereof, relating to the use or conservation of energy, water, gas, light or electricity or the reduction of automobile or other emissions, or the provision of any other utility or service provided with respect to this License, or in the event County is required or elects to make alterations to any part of the Premises in order to comply with such mandatory or voluntary controls or guidelines, such compliance and the making of such alterations shall in no event entitle Licensee to any damages, relieve Licensee of the obligation to pay the Additional Charges reserved hereunder or to perform each of its other covenants hereunder or constitute or be construed as a constructive or other eviction of Licensee.

10.3 Floor Load. Without County's prior written consent, which County may give or refuse in its sole discretion, Licensee shall not place or install in the Premises any equipment that weighs in excess of the normal load-bearing capacity of the floors of the Building. If County consents to the placement or installation of any such machine or equipment in the Premises, County shall reinforce the floor of the Premises, at Licensee’s expense, prior to the installation of such machine or equipment.

11. COMPLIANCE WITH LAWS AND RISK MANAGEMENT REQUIREMENTS

11.1 Compliance with Laws. Licensee shall promptly comply, at its sole expense, with all present or future laws, orders, regulations and requirements of all governmental authorities relating to the Premises or the use or occupancy thereof, whether in effect at the time of the execution of this License or adopted at any time thereafter and whether or not within the present contemplation of the parties. Licensee further understands and agrees that it is Licensee's obligation, at its sole cost and effort, to cause the Premises and Licensee's uses thereof to be conducted in compliance with the Americans With Disabilities Act. Licensee is also aware that the County of San Mateo Ordinance Code, Chapter 4.96, prohibits smoking in all County facilities whether owned or leased. Permittee understands that said Ordinance authorizes County to enforce the provisions contained therein and Licensee agrees to enforce the provisions of said ordinance on the Premises.

11.2 Regulatory Approvals.

(a) Responsible Party. Licensee understands and agrees that Licensee's use, alteration, improvement, or repair of the Premises may require authorizations, approvals or permits from governmental regulatory agencies with jurisdiction over the Premises. Licensee shall be solely responsible for obtaining any and all such regulatory approvals. Licensee shall not seek any regulatory approval without first obtaining the written consent of County. Licensee shall bear all costs associated with applying for and obtaining any necessary or appropriate regulatory approval and shall be solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval. Any fines or penalties levied as a result of Licensee's failure to comply with the terms and conditions of any regulatory approval shall be immediately paid and discharged by Licensee, and County shall have no liability, monetary or otherwise, for any such fines or penalties. Licensee shall Indemnify County and the other Indemnified Parties hereunder against all Losses arising in connection with Licensee's failure to obtain or comply with the terms and conditions of any regulatory approval.

(b) County Acting as Owner of Real Property. Licensee further understands and agrees that County is entering into this License in its capacity as a property owner, and not as a regulatory agency. Nothing in this License shall limit in any way Licensee's obligation to obtain any required approvals from County departments, boards or commissions having jurisdiction over the Premises. By entering into this License, County is in no way modifying or limiting Licensee's obligation to cause the Premises to be used and occupied in accordance with all applicable laws, as provided further above.

11.3 Compliance with County's Risk Management Requirements. Licensee shall not do anything, or permit anything to be done, in or about the Premises which would be prohibited by or increase the rates under a standard form fire insurance policy or subject County to potential premises liability. Licensee shall faithfully observe, at its expense, any and all requirements of County's Risk Manager with respect to Licensee's use and occupancy of the Premises, so long as such requirements do not unreasonably interfere with Licensee's use of the Premises.

11.4 Security. Licensee shall be solely responsible for the security of the Premises.

12. SUBORDINATION

This License is and shall be subordinate to any reciprocal easement agreement, ground lease, facilities lease or other underlying leases or licenses and the lien of any mortgage or deed of trust, that may now exist or hereafter be executed affecting the Property, or any part thereof, or County's interest therein. Notwithstanding the foregoing, County or the holder shall have the right to subordinate any such interests to this License. If any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Licensee shall attorn to the successor-in-interest to County, at the option of such successor-in-interest. The provisions of this Article shall be self-operative and no further instrument shall be required. Licensee agrees, however, to execute and deliver, upon demand by County and in the form requested by County, any additional documents evidencing the priority or subordination of this License.

13. INABILITY TO PERFORM

If County is unable to perform or is delayed in performing any of County's obligations under this License, by reason of acts of God, accidents, breakage, repairs, strikes, lockouts, other labor disputes, protests, riots, demonstrations, inability to obtain utilities or materials or by any other reason beyond County's reasonable control, no such inability or delay shall constitute an actual or constructive eviction, in whole or in part, or entitle Licensee to any abatement or diminution of fee or relieve Licensee from any of its obligations under this License, or impose any liability upon County or its Agents by reason of inconvenience, annoyance, interruption, injury or loss to or interference with Licensee's business or use and occupancy or quiet enjoyment of the Premises or any loss or damage occasioned thereby.

14. DAMAGE AND DESTRUCTION

14.1 Damage and Destruction. If the Premises or the Building is damaged by fire or other casualty County shall have no obligation to repair the Premises or Building. County shall use reasonable efforts to promptly notify Licensee whether or not such damage can be repaired. In no event shall County be required to repair or compensate Licensee for any damage to Licensee's Personal Property or any interior or exterior finishes or fixtures such as paneling, decorations, railings, floor coverings, or any Licensee Alterations installed or made on the Premises by or at the expense of Licensee.

14.2 Licensee Waiver. County and Licensee intend that the provisions of this Section govern fully in the event of any damage or destruction and accordingly, County and Licensee each hereby waives the provisions of Section 1932, subdivision 2, and Section 1933, subdivision 4, of the Civil Code of California or under any similar law, statute or ordinance now or hereafter in effect.

15. ASSIGNMENT

Restriction on Assignment. Licensee shall not directly or indirectly (including, without limitation, by merger, acquisition or other transfer of any controlling interest in Licensee), voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer (collectively, "Assignment") any part of its interest in or rights granted pursuant to this License, or permit any portion of the Premises to be occupied by anyone other than itself, or license any portion of the Premises, without County's prior written consent in each instance, which consent shall be granted or denied at the sole discretion of the County.

16. DEFAULT; REMEDIES

16.1 Events of Default. Any of the following shall constitute an event of default by Licensee hereunder:

(a) a failure to pay any Fee when due, and such failure continues for three (3) days after the date of written notice by County.

(b) a failure to comply with any other covenant, condition or representation made under this License and such failure continues for fifteen (15) days after the date of written notice by County, provided that if such default is not capable of cure within such 15-day period, Licensee shall have a reasonable period to complete such cure if Licensee promptly undertakes action to cure such default within such 15-day period and thereafter diligently prosecutes the same to completion within sixty (60) days after the receipt of notice of default from County. County shall not be required to provide such notice more than twice in any twelve (12) month period and after the second notice in any calendar year, any subsequent failure by Licensee during such 12-month period shall constitute an event of default hereunder;

(c) a vacation or abandonment of the Premises for a continuous period in excess of five (5) business days; or

(d) an appointment of a receiver to take possession of all or substantially all of the assets of Licensee, or an assignment by Licensee for the benefit of creditors, or any action taken or suffered by Licensee under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted, if any such receiver, assignment or action is not released, discharged, dismissed or vacated within sixty (60) days.

16.2 Remedies. Upon the occurrence of an event of default by Licensee, County shall have the right to terminate the License in addition to all other rights and remedies available to County at law or in equity:

16.3 County's Right to Cure Licensee's Defaults. If Licensee defaults in the performance of any of its obligations under this License, then County may, at its sole option, remedy such default for Licensee's account and at Licensee's expense by providing Licensee with three (3) days' prior written or

oral notice of County's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by County). Such action by County shall not be construed as a waiver of such default or any rights or remedies of County, and nothing herein shall imply any duty of County to do any act that Licensee is obligated to perform. Licensee shall pay to County upon demand, as additional fee, all costs, damages, expenses or liabilities incurred by County, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such default. Licensee's obligations under this Section shall survive the termination of this License.

17. WAIVER OF CLAIMS; INDEMNIFICATION

17.1 Limitation on County's Liability; Waiver of Claims. County shall not be responsible for or liable to Licensee, and Licensee hereby assumes the risk of, and waives and releases County and its Agents from all Claims (as defined below) for, any injury, loss or damage to any person or property in or about the Premises by or from any cause whatsoever including, without limitation, (i) any act or omission of persons occupying adjoining premises or any part of the Building adjacent to or connected with the Premises; (ii) theft; (iii) explosion, fire, steam, oil, electricity, water, gas or rain, pollution or contamination; (iv) stopped, leaking or defective Building Systems; (v) Building defects; and (vi) any other acts, omissions or causes. Nothing herein shall relieve County from liability caused solely and directly by the gross negligence or willful misconduct of County or its Agents, but County shall not be liable under any circumstances for any consequential, incidental or punitive damages.

17.2 Licensee's Indemnity. Licensee, on behalf of itself and its successors and assigns, shall indemnify, defend and hold harmless ("Indemnify") County including, but not limited to, all of its boards, commissions, departments, agencies and other subdivisions, including, without limitation, its Behavioral Health and Recovery Services and Real Property Services Division and all of its respective Agents, and their respective heirs, legal representatives, successors and assigns (individually and collectively, the "Indemnified Parties"), and each of them, from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, including, without limitation, direct and vicarious liability of every kind (collectively, "Claims"), incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, including, without limitation, employees of Licensee, or loss of or damage to property, howsoever or by whomsoever caused, occurring in or about the Building or the Premises; (b) any default by Licensee in the observation or performance of any of the terms, covenants or conditions of this License to be observed or performed on Licensee's part, including without limitation the terms, covenants or conditions of the Agreement; (c) the use or occupancy or manner of use or occupancy of the Premises and Building by Licensee, its Agents or Invitees or any person or entity claiming through or under any of them; (d) the condition of the Premises; (e) any construction or other work undertaken by Licensee on the Premises whether before or during the Term of this License; or (f) any acts, omissions or negligence of Licensee, its Agents or Invitees, in, on or about the Premises or the Building; all regardless of the active or passive negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on, the Indemnified Parties, except to the extent that such Indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this License and further except only such Claims as are caused exclusively by the willful misconduct or gross negligence of the Indemnified Parties. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and County's costs of investigating any Claim. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the County from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Licensee by County and continues at all times thereafter. Licensee's obligations under this Section shall survive the termination of the License.

18. INSURANCE

18.1 Licensee's Insurance. Licensee, at its sole cost, shall procure and keep in effect at all times during the Term insurance for the Premises in the form and amounts and under the terms and conditions specified in the Agreement and in compliance with County Risk Management guidelines.

18.2 Licensee's Personal Property. Licensee shall be responsible, at its expense, for separately insuring Licensee's Personal Property.

18.3 County's Self Insurance. Licensee acknowledges that County self-insures against casualty, property damage and public liability risks and agrees that County may at its sole election, but shall not be required to, carry any third party insurance with respect to the Building, the Premises or otherwise.

18.4 Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, to the extent permitted by their respective policies of insurance, County and Licensee each hereby waive any right of recovery against the other party and against any other party maintaining a policy of insurance covering the Building or the contents, or any portion thereof, for any loss or damage maintained by such other party with respect to the Building or the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party. If any policy of insurance relating to the Premises carried by Licensee does not permit the foregoing waiver or if the coverage under any such policy would be invalidated due to such waiver, Licensee shall obtain, if possible, from the insurer under such policy a waiver of all rights of subrogation the insurer might have against County or any other party maintaining a policy of insurance covering the same loss, in connection with any claim, loss or damage covered by such policy.

19. ACCESS BY COUNTY

County reserves for itself and any of its designated Agents, the right to enter the Premises as follows: (i) on a regular basis without advance notice to supply any necessary or agreed-upon service to be provided by County hereunder; (ii) on an occasional basis, at all reasonable times after giving Licensee reasonable advance written or oral notice, to show the Premises to prospective Licensees or other interested parties, to post notices of non-responsibility, to conduct any environmental audit of Licensee's use of the Premises, to repair, alter or improve any part of the Building, Building Systems or the Premises, and for any other lawful purpose; and (iii) on an emergency basis without notice whenever County believes that emergency access is required. County shall have the right to use any means that it deems proper to open doors in an emergency in order to obtain access to any part of the Premises, and any such entry shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of, the Premises, or an eviction, actual or constructive, of Licensee from the Premises or any portion thereof. Licensee shall not alter any lock or install any new or additional locking devices without the prior written consent of County. All locks installed in the Premises (excluding Licensee's vaults, safes or special security areas, if any, designated by Licensee in writing to County) shall be by keyed to the Building master key system, and County shall at all times have a key with which to unlock all such doors.

20. LICENSEE'S CERTIFICATES

Licensee, at any time and from time to time upon not less than ten (10) days' prior notice from County, shall execute and deliver to County or to any party designated by County a certificate stating: (a) that Licensee has accepted the Premises, (b) the Commencement Date and Expiration Date of this License, (c) that this License is unmodified and in full force and effect (or, if there have been modifications, that the License is in full force and effect as modified and stating the modifications), (d) whether or not there are then existing any defenses against the enforcement of any of Licensee's obligations hereunder (and if so, specifying the same), (e) whether or not there are any defaults then existing under this License (and if so specifying the same), (f) the dates, if any, to which the Base Fee and Additional Charges have been paid, and (g) any other information that may be required.

21. NOT USED

22. NOT USED

23. SURRENDER OF PREMISES

Upon the Expiration Date or termination of this License as permitted herein, Licensee shall immediately and peaceably quit and surrender to County the Premises together with all Alterations approved by County in good order and condition, except for normal wear and tear and after Licensee having made the last necessary repair required on its part under this License, and further except for any portion of the Premises condemned and any damage and destruction for which Licensee is not responsible hereunder. The Premises shall be surrendered free and clear of all liens and encumbrances other than liens and encumbrances existing as of the Commencement Date and any other encumbrances created by County. Immediately before the Expiration Date or termination of this License, Licensee shall remove all of Licensee's Personal Property as provided in this License, and repair any damage resulting from the removal. Notwithstanding anything to the contrary in this License, County can elect at any time prior to the Expiration Date or within thirty (30) days after termination of this License, to require Licensee to remove, at Licensee's sole expense, all or part of the Alterations or other improvements or equipment constructed or installed by or at the expense of Licensee. Licensee shall promptly remove such items and shall repair, at its sole cost and effort, any damage to the Premises or the Building resulting from such removal. Licensee's obligations under this Section shall survive the Expiration Date or termination of this License. Any items of Licensee's Personal Property remaining in the Premises after the Expiration Date or sooner termination of this License may, at County's option, be deemed abandoned and disposed of in accordance with Section 1980 et seq. of the California Civil Code or in any other manner allowed by law.

24. HAZARDOUS MATERIALS

24.1 Definitions. As used herein, the following terms shall have the meanings set forth below:

(a) "Environmental Laws," “Hazardous Material,” and “Investigate and Remediate” shall have the meanings provided in Section 11.1 of the Contractor Services Agreement.

(b) "Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside the Premises, or in, on, under or about any other part of the Property or into the environment.

24.2 No Hazardous Materials. Licensee covenants and agrees that neither Licensee nor any of its Agents or Invitees shall cause or permit any hazardous material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises, or transported to or from the Premises, with the sole exception that Licensee may keep and use such substances on the Premises in such reasonably limited amounts as are customary for the use authorized in Section 5 hereof so long as such use is in compliance with all applicable Environmental Laws at all times and all such hazardous materials are completely removed upon termination or conclusion of this License. Licensee shall give immediate written notice to County of: (a) any action, proceeding or inquiry by any governmental authority (including, without limitation, the California State Department of Health Services, the State or any Regional Water Quality Control Board, the Bay Area Air Quality Management district or any local governmental entity) against Licensee with respect to the presence or release or suspected presence or release of hazardous material on the Premises or the migration thereof from or to other property; (b) all demands or claims made or threatened by any third party against Licensee relating to any loss or injury resulting from any hazardous materials on the Premises; (c) any release of hazardous material on or about the Premises has occurred that may require any investigation or remediation; and (d) all matters of which Licensee is required to give notice pursuant to Section 25359.7 of the California Health and Safety Code.

24.3 Licensee's Environmental Indemnity. If Licensee breaches any of its obligations contained in this Article, or, if any act or omission of Licensee, its Agents or Invitees, results in any Release of Hazardous Material in, on, under or about the Premises or any other part of the Property, then, without limiting Licensee's Indemnity contained in Section 18.2, Licensee shall, on behalf of itself and its successors and assigns, Indemnify the Indemnified Parties, and each of them, from and against all Claims (including, without limitation, damages for decrease in value of the Premises or the Property, the loss or restriction of the use of rentable or usable space or of any amenity of the Premises or the Property and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees and costs) arising during or after the Term of this License and relating to such Release. The foregoing Indemnity includes, without limitation, costs incurred in connection with activities undertaken to Investigate and Remediate Hazardous Material and to restore the Property to its prior condition, fines and penalties imposed by regulatory agencies, and any natural resource damages. Without limiting the foregoing, if Licensee or any of its Agents or Invitees, causes or permits the Release of any Hazardous Materials in, on, under or about the Premises or any other part of the Property or adjacent County-Owned Property, Licensee shall immediately and at no expense to County take any and all appropriate actions to return the Premises or the Property affected thereby to the condition existing prior to such Release and otherwise Investigate and Remediate the Release in accordance with all Environmental Laws. Licensee shall afford County a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise or proceeding involving Hazardous Material.

25. GENERAL PROVISIONS

25.1 Notices. Any notice given under this License shall be effective only if in writing and given by delivering the notice in person or by sending it first-class mail or certified mail with a return receipt requested or by overnight courier, return receipt requested, with postage prepaid, to: (a) Licensee (i) at Licensee's address set forth in the Basic License Information, if sent prior to Licensee's taking possession of the Premises, or (ii) at the Premises if sent on or subsequent to Licensee's taking possession of the Premises, or (iii) at any place where Licensee or any Agent of Licensee may be found if sent subsequent to Licensee's vacating, abandoning or surrendering the Premises; or (b) County at County's address set forth in the Basic License Information; or (c) to such other address as either County or Licensee may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section at least ten (10) days prior to the effective date of such change. Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first class or certified mail, one day after the date it is made if sent by overnight courier, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given be telefacsimile to the telephone number set forth in the Basic License Information or such other number as may be provided from time to time; however, neither party may give official or binding notice by facsimile.

25.2 No Implied Waiver. No failure by County to insist upon the strict performance of any obligation of Licensee under this License or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, no acceptance of full or partial Fee or Additional Charges during the continuance of any such breach, and no acceptance of the keys to or possession of the Premises prior to the expiration of the Term by any Agent of County, shall constitute a waiver of such breach or of County's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this License. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. Any consent by County hereunder shall not relieve Licensee of any obligation to secure the consent of County in any other or future instance under the terms of this License.

25.3 Authority. If Licensee signs as a corporation or a partnership, each of the persons executing this License on behalf of Licensee does hereby covenant and warrant that Licensee is a duly authorized and existing entity, that Licensee has and is qualified to do business in California, that

Licensee has full right and authority to enter into this License, and that each and all of the persons signing on behalf of Licensee are authorized to do so. Upon County's request, Licensee shall provide County with evidence reasonably satisfactory to County confirming the foregoing representations and warranties.

25.4 Parties and Their Agents; Approvals. The words "County" and "Licensee" as used herein shall include the plural as well as the singular. If there is more than one Licensee, the obligations and liabilities under this License imposed on Licensee shall be joint and several. As used herein, the term "Agents" when used with respect to either party shall include the agents, employees, officers, contractors and representatives of such party, and the term "Invitees" when used with respect to Licensee shall include the clients, customers, invitees, guests, licensees, assignees or sublicensees of Licensee. All approvals, consents or other determinations permitted or required by County hereunder shall be made by or through County's Manager of Real Property Services unless otherwise provided in this License, subject to applicable law.

25.5 Interpretation of License. The captions preceding the articles and sections of this License and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this License. This License has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this License. Provisions in this License relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or County holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this License, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

25.6 Successors and Assigns. Subject to the provisions of this License relating to Assignment, the terms, covenants and conditions contained in this License shall bind and inure to the benefit of County and Licensee and, except as otherwise provided herein, their personal representatives and successors and assigns, if any; provided, however, that upon any sale, assignment or transfer by County named herein (or by any subsequent Licensor) of its interest in the Building as owner or lessee, including any transfer by operation of law, County (or any subsequent Licensor) shall be relieved from all subsequent obligations and liabilities arising under this License subsequent to such sale, assignment or transfer.

25.7 Brokers. Neither party has had any contact or dealings regarding the leasing of the Premises, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the License contemplated herein except as identified in the Basic License Information, whose commission, if any is due, shall be paid pursuant to a separate written agreement between such broker and the party through which such broker contracted. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes a claim shall be responsible for such commission or fee and shall Indemnify the other party from any and all Claims incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this License.

25.8 Severability. If any provision of this License or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this License shall be valid and be enforceable to the fullest extent permitted by law.

25.9 Governing Law and Venue. This License shall be construed and enforced in accordance with the laws of the State of California. The venue for any court action to interpret or enforce this License

or to litigate any claim arising out of this License shall be had in the California State Superior Court of the County of San Mateo.

25.10 Entire Agreement. The Agreement together with this instrument, including the exhibits hereto, which are made a part of this License, contain the entire agreement between the parties and all prior written or oral negotiations, understandings and agreements are merged herein. The parties further intend that this License shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this License. Licensee hereby acknowledges that neither County nor County's Agents have made any representations or warranties with respect to the Premises, the Building or this License except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Licensee by implication or otherwise unless expressly set forth herein.

25.11 Time of Essence. Time is of the essence with respect to all provisions of this License in which a definite time for performance is specified.

25.12 Cumulative Remedies. All rights and remedies of either party hereto set forth in this License shall be cumulative, except as may otherwise be provided herein.

25.13 Survival of Indemnities. Termination of this License shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this License, nor shall it affect any provision of this License that expressly states it shall survive termination hereof.

25.14 Signs. Licensee agrees that it will not erect or maintain, or permit to be erected or maintained, any signs, notices or graphics upon or about the Premises which are visible in or from public corridors or other portions of any common areas of the Building or from the exterior of the Premises, without County's prior written consent, which County may withhold or grant in its sole discretion.

25.15 Relationship of the Parties. County is not, and none of the provisions in this License shall be deemed to render County, a partner in Licensee's business, or joint venturer or member in any joint enterprise with Licensee. Neither party shall act as the agent of the other party in any respect hereunder. This License is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

25.16 Taxes, Assessments, Licenses, Permit Fees and Liens. (a) Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. (b) Licensee agrees to pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges and assessments based on Licensee's usage of the Premises that may be imposed upon Licensee by law, all of which shall be paid when the same become due and payable and before delinquency. (c) Licensee agrees not to allow or suffer a lien for any such taxes to be imposed upon the Premises or upon any equipment or property located thereon without promptly discharging the same, provided that Licensee, if so desiring, may have reasonable opportunity to contest the validity of the same.

25.17 Non-Liability of County Officials, Employees and Agents. No elective or appointive board, commission, member, officer, employee or other Agent of County shall be personally liable to Licensee, its successors and assigns, in the event of any default or breach by County or for any amount which may become due to Licensee, its successors and assigns, or for any obligation of County under this Agreement.

25.18 No Relocation Assistance; Waiver of Claims. Licensee acknowledges that it will not be a displaced person at the time this License is terminated or expires by its own terms, and Licensee fully RELEASES, WAIVES AND DISCHARGES forever any and all Claims against, and covenants not to sue,

County, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any laws, including, without limitation, any and all claims for relocation benefits or assistance from County under federal and state relocation assistance laws (including, but not limited to, California Government Code Section 7260 et seq.), except as otherwise specifically provided in this License with respect to a Taking.

25.19 Amendments. Except as expressly amended as provided herein, the Agreement shall continue unmodified and remain in full force and effect. The Agreement as amended by this License constitutes the entire agreement between County and Contractor and may not be modified except by an instrument in writing signed by the party to be charged. In relation to issues effecting real property, in the event of any conflict between the terms of the Agreement and the terms of this License, the terms of this License shall control.

25.20 Further Instruments. The parties hereto agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this License.

25.21 Reasonableness and Good Faith. Except as limited elsewhere in this License, whenever this License requires County or Licensee to give its consent or approval to any action on the part of the other, such consent or approval shall not be unreasonably withheld or delayed.

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).

Sitike Counseling Center

Name of Contractor

DocuSigned by:
Keri Kirby, MS, Executive Director
CC0E6606E0B54DC...

Signature of Authorized Official

Keri Kirby

Name (please print)

Executive Director

Title (please print)

02/24/2025

Date

Revised 10/5/2017 S.Reed

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: Keri Kirby

Name of Contractor(s): Sitike Counseling Center

Street Address or P.O. Box: 306 Spruce Ave

City, State, Zip Code: SSF CA 94080

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

Signature: DocuSigned by: Keri Kirby, MS, Executive Director CC0E6696E9B54DC...

Title of Authorized Official: Executive Director

Date: 02/24/2025

*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 L – DHCS LEGAL AND REGULATORY REQUIREMENTS

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

42 CFR		PUBLIC HEALTH
	Part 431 (Single state agency	A single state agency will be assigned to manage this contract. For California it is DHCS.
	431.107 (record keeping)	Provider Agreement required. Provide the fraud control unit any information regarding payments claimed by the provider for furnishing services.
	438	MANAGED CARE
Not applicable to the DMC-ODS waiver	438.104	Marketing activities
	438.114	Emergency post stabilization services
	438.116	Solvency standards
	438.206(b)(2)	Women's Health Services
	438.208(c)(1)	Individuals with special health care needs
	438.6(i)	Advanced directives
	438.210 (Managed care definitions) Covered services	Managed Care (Managed Care Organization, Prepaid Inpatient Health Plan, & Prepaid Ambulatory Health Plans) must specify the amount, duration, and scope of each service to assure that that the services are set reasonably to achieve the purpose for which services are furnished. May not arbitrarily reduce or deny services solely because of diagnosis, type of illness, or condition of a beneficiary. *1
	455 (Program Integrity: Medicaid)	Disclosure of Information by Providers and Fiscal Agents.
	455.101	Definitions of Agent, hospital, MediCare Intermediary, carrier, Health Insuring Organization, Managed Care Entity (MCE),MCO, PIHP, FPHP, PCCM and HIO's; ownership, controlling interest, indirect ownership, subcontractor, supplier, termination, & fraud.
	455.104	Disclosure by Medicaid providers and fiscal agents: of information on ownership and control, the means of providing identifications (SSN, DOB, address, etc..); relationships; when disclosures are due: application, renewal, upon investigation, etc….
	455.23	Suspension of payments in case of fraud. Payments can be suspended upon the initiation of a fraud investigation.
	455.34	
	455.450(c) program integrity)	Provide screening levels for Medicaid Providers and conduct screening at the level of assessed risk. Limited, moderate, or high.
	Part 8 (Medicated	Accreditation, responsibilities, evaluation, and withdrawal of accreditation. Certification and treatment standards.

ATTACHMENT L – DHCS LEGAL AND REGULATORY REQUIREMENTS

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

	assisted treatment for opioid use disorder)	Procedures for review of suspension or proposed revocation of OTP certification, and of adverse action regarding withdrawal of approval of an accreditation body. Authorization to increase patient limit to 275.
	Part 2	Confidentiality of alcohol and drug abuse patient records.
CFR Title 21		Food and drug administration, Department of Health and Human services
	1300 et seg	Drug Enforcement Administration, Department of Justice. Quotas, records and reports of registrants, schedule I and II controlled substances, prescriptions, administrative functions, practices, and procedures.
W& I		WELFARE AND INSTITUTIONS CODE
	Chapter 7	BASIC HEALTH CARE
	14000 et seq	General provisions. The purpose of this chapter is to afford to qualifying individuals health care and related remedial or preventive services, including related social services which are necessary for those receiving health care under this chapter.
	14021.51-.53 14043.1	The department shall establish a NRT dosing fee for methadone and LAAM. Only covered services are eligible for reimbursement. Financial evaluation form instructions.
	14043.27	Termination of provisional provider status and preferred provisional provider status.
	14043.36	The department shall not enroll any applicant that has been convicted of any felony or misdemeanor involving fraud or abuse in any government program.
	14043.6	The department shall automatically suspend any entity upon the loss, revocation, suspension of their license or certificate.
	14043.61	A provider shall be subject to suspension if claims are submitted by entities listed on the suspended and ineligible provider list or any list published by the Federal Office of Inspector General.
	14100.2	California Privacy Law.
	14107.11	Upon receipt of a credible allegation of fraud for which an investigation is pending the provider shall be temporarily placed under payment suspension unless there is a good cause exception.
	14124.20-.25	The department may enter into a DMC Treatment

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

		Program contract with each county for the provision of AOD services within the county service area or the department can enter into contracts with individual providers. Defines reimbursable services including NTP and Perinatal Services. Goes into FFP and county funding, cost reports, criminal investigations, fair hearings, DMC's toll free number.
H& S		Health and Safety
	11848.5 a &b	(a) Once the negotiated rate with service providers has been approved by the county, all participating governmental funding sources, except the Medi-Cal program (Chapter 7 (commencing with Section 14000) of Part 3 of Division 9 of the Welfare and Institutions Code), shall be bound to that rate as the cost of providing all or part of the total county alcohol and other drug program as described in the county contract for each fiscal year to the extent that the governmental funding sources participate in funding the county alcohol and other drug program. Where the State Department of Health Services adopts regulations for determining reimbursement of alcohol and other drug program services formerly allowable under the Short-Doyle program and reimbursed under the Medi-Cal Act, those regulations shall be controlling only as to the rates for reimbursement of alcohol and other drug program services allowable under the Medi-Cal program and rendered to Medi-Cal beneficiaries. Providers under this section shall report to the department and the county any information required by the department in accordance with the procedures established by the director of the department. (b) The Legislature recognizes that alcohol and other drug abuse services differ from mental health services provided through the State Department of Health Care Services and therefore should not necessarily be bound by rate determination methodology used for reimbursement of those services formerly provided under the Short-Doyle program and reimbursed under the Medi-Cal Act.
CCR		California Code of Regulations
	Title 22	Social Security
	Division 3,	Health Care Services

ATTACHMENT L – DHCS LEGAL AND REGULATORY REQUIREMENTS

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

Chapter 51000 et seq	Counselor Certifications and allowed activities.
51341.1	Description of SUD Services
51490.1	Description of SUD Claim Submission
51516.1	Reimbursement rate methodology and baseline rates
Title 9	Rehabilitation and Developmental Services
Division 4	Department of Alcohol and Drug Programs

*1 - 438.210 (Managed Care definitions) Covered services

§438.210 Coverage and authorization of services.

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

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

(2) Require that the services identified in paragraph (a)(1) of this section be furnished in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished

to beneficiaries under FFS Medicaid, as set forth in §440.230 of this chapter, and for enrollees under the age of 21, as set forth in subpart B of part 440 of this chapter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT L – DHCS LEGAL AND REGULATORY REQUIREMENTS

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

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

(2) That the MCO, PIHP, or PAHP—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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