

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE
COUNTY OF SAN MATEO AND VOICES OF RECOVERY SAN MATEO COUNTY**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and VOICES OF RECOVERY SAN MATEO COUNTY hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement ("Original Agreement") for professional services on August 6, 2013 for a maximum obligation of \$197,500; and

WHEREAS, on January 27, 2014, the Chief of the Health System approved a first amendment to the Agreement to provide wellness recovery action plan (WRAP) groups to Drug Court clients, increasing the maximum obligation by \$21,208 to a new maximum of \$218,708 with no change to the term of the Agreement; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement a second time to facilitate a WRAP group to graduates of the Parent Project, increasing the maximum obligation by \$4,500 to a new maximum of \$223,208 with no change to the term of the Agreement.

WHEREAS, the parties wish to amend and clarify that Original Agreement.

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

1. Paragraph 3. Payments is hereby deleted and replaced with the Paragraph 3. Payments below:

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." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO HUNDRED TWENTY-THREE THOUSAND TWO HUNDRED EIGHT DOLLARS (\$223,208).

2. Exhibit A is hereby deleted and replaced with Exhibit A attached hereto.
3. Exhibit B is hereby deleted and replaced with Exhibit B attached hereto.
4. All other terms and conditions of the Original Agreement between the County and Contractor shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

VOICES OF RECOVERY SAN MATEO COUNTY

Raymond Mills
Contractor's Signature

Date: March 25, 2014

EXHIBIT A – SERVICES
VOICES OF RECOVERY SAN MATEO COUNTY
FY 2013 – 2014

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Recovery Support Services

1. Voices of Recovery San Mateo County (VORSMC) will operate as an independent organization for recovery support services. Contractor shall provide recovery support services and other duties as assigned. In addition, Contractor shall provide a work plan of these services as approved by the Director of Behavioral Health and Recovery Services (BHRS). Such services shall be in collaboration with the San Mateo County recovering community, clients, Alcohol and Other Drug (AOD) providers, and San Mateo County AOD staff. Any changes to services, or outreach and educational activities, described herein must be approved by the Director of BHRS or designee.
2. Target Population will include individuals and family members who are interested in or seeking, long term recovery from substance abuse disorders.
3. Services shall be provided as described below in a manner consistent with the terms and conditions of this Agreement.
 - a. Administrative
 - i. Contractor shall implement a three-year strategic plan for operation and continued development.
 - ii. Organizational plan shall include cultural infrastructure and environmental aspects that will foster the development and promote the mission of VORSMC to provide quality recovery support services.
 - iii. Contractor shall maintain a Board of Directors that meets the needs of the By-laws of the agency.
 - b. Training
 - i. Staff training plan for the delivery of services, fiscal and administrative systems and procedures.
 - ii. Contractor shall provide oversight management and training needs in partnership with BHRS.

- c. Recruitment/Outreach
 - i. Recruitment, training, and management plan for VORSMC volunteers and participants
 - ii. Outreach plan that includes the identifying of new participants/volunteers.
- d. Supervision
 - i. Provide the staffing needs for the management and supervision of all the center services and volunteers.
- e. Program Schedule
 - i. A minimum of one (1) peer-led support group per week promoting wellness in Recovery.
 - ii. Provide monthly social activities for the recovery community.
 - iii. Provide center activities a minimum average of two (2) days per week. Activities can include, training, outreach planning and VORSMC committee meetings.
 - iv. A schedule of program activities and an unduplicated count of participants shall be reported on a monthly basis.
- f. Registration
 - i. VORSMC will have a registration procedure for each member. Registration information will include the following:
 - 1) Member name
 - 2) Family member(s) name(s), address, and phone number for each name
 - 3) Emergency contact information for each name
 - 4) Referral source (agency, staff name and phone number if available)
 - 5) Race and/or ethnicity
 - 6) Preferred language(s) spoken
 - ii. All services shall be culturally and linguistically appropriate for the diverse cultural communities of the County.

B. Criminal Justice Realignment

1. A VORSMC staff member will meet with Service Connect Consumers at 400 County Center, Redwood City, at a designated time to recruit VORSMC participants. This meeting will be held once a week, for up to two (2) hours.
2. Contractor will conduct weekly WRAP group sessions with eight (8) to ten (10) realignment participants. Each WRAP group session will run for a nine (9) to ten (10) week cycle.
3. Contractor will be responsible for conducting four (4) WRAP cycles and each WRAP cycle will run for nine (9) to ten (10) weeks. Contractor will identify a minimum of twenty-five (25) participants with completed individualized WRAP plans.
4. Contractor will be available to consult with Service Connect staff to develop outreach strategies for engaging realignment participants in WRAP planning.
5. Contractors goals will assume adequate access to the realignment population for purposes of recruitment.

C. Drug Court and 11550 Funded Services

Wellness Recovery Action Plan (WRAP) is a self-managed recovery system developed to incorporate wellness tools and strategies. WRAP is designed to:

1. Strengthen the recovery process
2. Assist in achieving life goals and dreams
3. Increase personal empowerment
4. Decrease and prevent intrusive or troubling feelings and behaviors
5. Improve the quality of life

Contractor shall provide two (2) WRAP cycles, providing support to Drug Court clients' re-integration during the Aftercare phase. Contractor will conduct weekly WRAP group sessions with eight (8) to ten (10) Drug Court participants, with a minimum of sixteen (16) Drug Court participants for two (2) WRAP cycles. Each WRAP cycle will run for ten (10) weeks.

D. Health and Wellness Groups/Support/Activities in Collaboration with Total Wellness

Services shall be provided under the direction and supervision of the Executive Director of VORSMC. The Executive Director will meet monthly with the Total Wellness Unit Chief to ensure communication and coordination of services.

1. Training

- a. The Executive Director and at least three (3) VORSMC staff will complete Health and Wellness formal training and/or WRAP facilitator training.
- b. VORSMC staff will participate in regular monthly consultation meetings.
- c. Training will include tobacco education, healthy eating, and physical exercise.

2. Wellness Services at BHRS Sites

- a. Contractor will hire, ensure training, and supervise VORSMC employees (Wellness Coaches) who will work at BHRS service sites in collaboration with the Total Wellness program (TW).
- b. Contractor will provide seventeen (17) hours of direct service per week by the wellness coaches at Central County and South County for the term of the Agreement. Specific times and dates will be arranged through mutual agreement.
- c. Contractor will provide (2) hours of supervision meeting for each wellness coach per week by VORSMC Executive Director or his designated supervisor.
- d. Assignments for the Wellness Coach may include: wellness calls, reminder calls, individual coaching or group WRAP support, Health and Wellness group activity, set up and clean up, assistance with food fairs and education forums, walking groups, cooking classes, and other social or education groups and activities.

- e. Specific on-site work assignments can be given to VORSMC Wellness Coaches by TW Supervisors and Nurses.
- f. Job duties and performance expectations and concerns are as follows:
 - i. Potential concerns or problems need to be discussed by the VORSMC Executive Director and TW Unit Chief.
 - ii. The Executive Director of VORSMC will have the sole responsibility of reviewing performance and personnel issues of the Voices of Recovery Wellness Coaches with input and recommendations from TW Unit Chief.
 - iii. BHRS reserves the right to request the VORSMC Executive Director to replace a Wellness Coach. All attempts will be made to give the VORSMC Executive Director at least fourteen (14) days notice of a serious concern with a Health and Wellness Coach.

3. Health and Wellness Groups and Activities

- a. Contractor will provide additional Health and Wellness activities, education and support groups at the VOCSMC office to its members twice per week, totaling one hundred and four (104) health and wellness group activities per year.
- b. Each group or activity will follow a practice based model of WRAP or Health Education, or be guided by established health education practice.
- c. Groups will be facilitated by two (2) VORSMC staff, one (1) of whom is a trained WRAP facilitator or a Health and Wellness model graduate.
- d. A schedule of these groups must be distributed monthly and be made available to the Total Wellness Unit Chief with the monthly invoice.
- e. Attendance for these group activities must be recorded and distributed to the Total Wellness Unit Chief with the monthly invoice.

- f. An Ash Thinkers group series will be conducted quarterly at the VORSMC site, and a total of four (4) such group series will be provided in FY 2013-14. Each series is composed of six (6) one (1) hour sessions. These groups will be facilitated by one (1) VORSMC staff and one (1) Total Wellness contracted coach/staff; fifty percent (50%) of these group participants shall be enrolled in the Total Wellness program.

4. Health and Wellness Coordinator

- a. Contractor will hire one (1) part-time staff to coordinate all health and wellness activities that are co-sponsored by Total Wellness and VORSMC. The coordinator will carry out the following functions including but not limited to recruitment, marketing of the health and wellness groups and activities, tracking and evaluating the on-going needs and effectiveness of these wellness activities, as well as managing the related logistics and operations of these activities such as billing and invoicing.
- b. The coordinator will be responsible for all health and wellness activities including but not limited to WRAP, smoking cessation, weight management and exercises, nutrition groups, etc. for the VORSMC members (who may also be Total Wellness members) under the supervision of the VORSMC Executive Director.
- c. The coordinator will participate in health and wellness trainings that are also provided to all Total Wellness VORSMC coaches. In addition, the coordinator will co-facilitate Total Wellness' health and wellness groups whenever such a need arises as a result of any VORSMC coaches' absenteeism.
- d. The coordinator will serve as liaison between VORSMC and Total Wellness, which include but not limited to, attending planning meetings, training, coaching activities, etc. In addition, the coordinator will also serve as a liaison between VORSMC and other community based organizations on an as-needed basis.

- e. The coordinator will assist the VORSMC's Executive Director in day-to-day administrative and operational functions at VORSMC site under the supervision of the VORSMC Executive Director. These administrative functions may include, but not limited to, report writing, composing correspondences, purchase requisition and office supply ordering, billing and invoicing, etc.
- f. The coordinator reports directly to VORSMC Executive Director. The Total Wellness Unit Chief will participate in the interview and hiring process for this position, as well as provide on-going feedback to VORSMC Executive Director regarding the performance of the coordinator. VORSMC Executive Director holds the sole responsibility of the hiring and dismissing, if needed.

E. Wellness Recovery Action Plan

- 1. Contractor shall facilitate one (1) ten (10) week wellness recovery action plan group (WRAP) to graduates of the Parent Project.
- 2. Each group or activity will follow a practice based model of WRAP.
- 3. Groups will be facilitated by two (2) Voices of Recovery staff certified as a WRAP facilitator. Contractor will provide handouts and snacks. Contractor will provide appropriate documentation of participants including application forms, sign-in sheets and attendance sheets.

II. ADMINISTRATIVE AND REPORTING REQUIREMENTS

- A. Contractor shall report monthly progress, and will be included with the monthly invoice for payment. Such reporting shall be submitted as follows to the Health Services Manager at pnannizzi@smcgov.org, pending approval of payment. Reporting shall include the following:
 - 1. Outreach plan identifying new participants/volunteers.
 - 2. Detailed description of educational, outreach and peer support groups promoting wellness and recovery.
 - 3. Provide monthly the number of social activities and a detailed description of social activities for the recovery community.

4. Detailed description of center schedule and activities.
5. Provide a monthly schedule of program activities and an unduplicated count of participants shall be reported on a monthly basis.
6. Provide a monthly schedule of program activities and an unduplicated count of Drug Court participants shall be reported on a monthly basis.

B. Record Retention

Paragraph 13 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards (Contractor is allowed to maintain records for a longer period of time if required by other regulations or licenses).

C. Administering Satisfaction Surveys

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

D. Cultural Competency

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

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Program Manager and the Health Equity Initiatives Manager (HEIM) by September 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;
 - b. Contractor forum for discussing relevant and appropriate cultural competence-related issues; (such as a cultural competence committee)
 - c. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation;
 - d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services with clients in a culturally and linguistically appropriate manner);
 - e. Staff training plan related to cultural competency. Contractor will ensure that all program staff receives 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.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council for the term of the Agreement. Contractor shall submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (CCC), and other cultural competence efforts within BHRS, contact HEIM.
 3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those languages, the contractor is expected to contact Access Call Center or their BHRS Program Manager for consultation. If additional language resources are needed, please contact HEIM.
 4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.

5. Technical Assistance

Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

E. Program Attendance

Contractor shall keep records for all services offered. Contractor shall provide to County the total number of participants in all programs/activities monthly, as well as an unduplicated count of participants in programs/services monthly.

F. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the BHRS Policies & Documentation Manual (as defined in Paragraph II. of this Exhibit A) which is located online at: <http://smchealth.org/SOCMHContractors>, and is incorporated by reference herein. Documentation for AOD services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at <http://www.aodsystems.com/SMC/Index.htm>, and is incorporated by reference herein.

G. Ineligible Employees

BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on an annual 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 using the following websites:

1. Office of Inspector General

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

2. Department of Health Care Services

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Care Services (DHCS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: <http://files.medi-cal.ca.gov>, once there, type in "medi-cal suspended and ineligible provider list" in the search box.

H. Advance Directives

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

I. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the agreement Section 10. Compliance with laws; payment of Permits/Licenses.

J. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

K. Fingerprint Compliance

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children or individuals with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children or others who receive services through this agreement. Fingerprint information received from the Department of Justice (DOJ) shall be retained or disposed of pursuant to DOJ directive.

L. Staff Termination

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

M. 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.

N. Contractor will submit an outreach plan no later than January 1, 2014.

III. GOAL AND OBJECTIVES

- Goal 1: Increase client participation in peer support/recovery activities.
- Objective 1: Contractor shall increase unduplicated attendance to peer support/recovery activities ten percent (10%) from prior year.
Data collection to be completed by Contractor.
- Goal 2: Outreach to referral agencies such as, but not limited to, Probation Department, specialty courts, NAMI and other agencies.
- Objective 2: Contractor shall present at least ten (10) different referral agencies within one (1) year by attending staff meetings or presenting to program coordinators or supervisors.

EXHIBIT B – PAYMENTS AND RATES
VOICES OF RECOVERY SAN MATEO COUNTY
FY 2013 – 2014

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

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed TWO HUNDRED TWENTY-THREE THOUSAND TWO HUNDRED EIGHT DOLLARS (\$223,208).

B. Recovery Support Services

Contractor shall be paid one-twelfth ($1/12^{\text{th}}$) of the total obligation per month or EIGHT THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$8,333.33), not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

C. Criminal Justice Realignment

Contractor shall be paid one-twelfth ($1/12^{\text{th}}$) of the total obligation per month or THREE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$3,125.00), not to exceed THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500.00).

D. Drug Court and 11550 Funded Services

For Drug Court and 11550 Funded Services as described in Paragraph C of Exhibit A, County shall be obligated to pay a maximum of TWENTY-ONE THOUSAND TWO HUNDRED EIGHT DOLLARS (\$21,208). Services will be reimbursed on a fee for service basis.

E. Health and Wellness

For Health and Wellness Services as described in Paragraph C of Exhibit A, County shall be obligated to pay a maximum of SIXTY THOUSAND (\$60,000) for the term of the Agreement.

1. Contractor shall be reimbursed at a rate of TWENTY-ONE DOLLARS AND FIFTY CENTS (\$21.50) per hour, for a maximum of twenty-two (22) hours per week, not to exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for the Wellness Coordinator.
2. Contractor shall be reimbursed at a rate of FIFTEEN DOLLARS (\$15) to EIGHTEEN DOLLARS (\$18) per hour including a ten percent (10%) administrative fee, not to exceed TWENTY-TWO THOUSAND DOLLARS (\$22,000) for the Wellness coaches.
3. Contractor shall be paid at a rate of ONE HUNDRED DOLLARS (\$100) per Wellness Group/Activity, not to exceed THIRTEEN THOUSAND DOLLARS (\$13,000).
4. Contractor shall submit a monthly invoice to include a summary of charges for the month of service that include both the Wellness coaches and the Wellness Groups/Activities.

F. Wellness Recovery Action Plan

Upon completion, County shall pay Contractor a maximum of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500) for the facilitation of one (1) ten (10) week Wellness Recovery Action Plan group. Contractor shall submit an itemized invoice of services provided for the duration of the Group session.

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

H. Contractor will submit to County a final/year-end Cost Report no later than August 20, 2014 for fiscal year 2013 – 2014.

- I. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- J. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- K. In the event this Agreement is terminated prior to June 30, 2014, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- L. 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.
- M. Monthly Invoice and Reporting

Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received one hundred eighty (180) days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Provider Handbook. Claims and reports are to be sent to:

Claims and reports are to be sent to:

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

- N. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.
- O. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- P. 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, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- Q. Beneficiary Billing

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

Q. Invoice Certification and Program Integrity

Anytime Contractor submits an invoice to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the invoice is true and accurate by stating the invoice is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____"

ATTACHMENT I

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

The undersigned (hereinafter called the "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 or b)

- ☒ a. Employs fewer than 15 persons.
- ☐ b. 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.

Ray Mills
Name of 504 Person - Type or Print

Voices of Recovery San Mateo County
Name of Contractor(s) - Type or Print

400 Harbor Boulevard, Building E
Street Address or P.O. Box

Belmont, CA 94002
City, State, Zip Code

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

Raymond Mills
Signature

Executive Director
Title of Authorized Official

3-26-14
Date

*Exception: DHHS regulations state that:

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